



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105

March 17, 2010

Via Federal Express

C.W. McGlocklin, Director of Environmental Affairs
SKF USA, Inc.
1111 Adams Avenue
Norristown, PA 19403

Re: SKF USA, Inc.
Operating Industries, Inc. Site *De minimis* Settlement Offer;
Response Due **May 7, 2010**

Dear C.W. McGlocklin:

Previously, the United States Environmental Protection Agency ("U.S. EPA") sent the person or entity identified above, or a predecessor (collectively referred to in this letter as "your company or organization") a *De Minimis* Notice Letter discussing the potential liability of your company or organization for the ongoing remediation of the Operating Industries, Inc. Site ("OII Site"). Those parties who may be responsible for the waste at Superfund sites are referred to as "potentially responsible parties" or "PRPs." PRPs include individuals, businesses, governmental agencies, and other types of organizations. You may be a PRP if you are:

- 1) a current owner or operator of the OII Site;
- 2) the former owner or operator of the OII Site during the period of waste disposal;
- 3) a party that arranged for the treatment, disposal, or transportation of hazardous substances to the OII Site (a "generator"); or
- 4) a party that selected the OII Site as a place to dispose of hazardous substances and who transported these substances to the OII Site (referred to as "transporters").

The parties receiving this letter are all believed to be "generators," or the liable company associated with the generator(s) of wastes disposed at the OII Site, and therefore PRPs at the OII Site.

This letter is intended to offer your company or organization the opportunity to resolve its liability for waste that was disposed of at the OII Site. The U.S. EPA is making this offer to your company or organization on very favorable terms, due to the comparatively small quantity of waste (referred to as a “*de minimis*” quantity) it is responsible for having contributed to the OII Site.

An individual or business that resolves its Superfund liability as a *de minimis* party is not typically required to perform site cleanup. Instead, EPA typically offers *de minimis* parties the opportunity to enter into a settlement with EPA under which they pay their fair share of all cleanup costs at a site, plus a “premium” that accounts for, among other things, uncertainties associated with the costs of work to be performed in the future. In return, *de minimis* settlors receive: (1) a covenant not to sue, which is a promise that EPA will not bring any future legal action against the settling party for the specific matters addressed in the settlement; and (2) protection from contribution claims, which provides a settling party with protection from being sued in a contribution action by other responsible parties for the specific matters addressed in the settlement. (The matters addressed in a *de minimis* settlement are typically all cleanup actions and all cleanup costs at the particular site.)

The protection from contribution suits for *de minimis* settlors is based on Sections 113(f)(2) and 122(g)(5) of the Comprehensive Environmental Response, Compensation, and Liability (CERCLA) law, which provide that a person “who has resolved its liability to the United States” in an administrative or judicially approved settlement “shall not be liable for claims for contribution regarding matters addressed in the settlement.” This protection against contribution claims, however, may not extend to claims by third parties that have incurred their own response costs and seek to recover them under Section 107(a)(4)(B). See United States v. Atlantic Research Corporation, 127 S.Ct. 2331, 168 L.Ed. 2d 28 (June 11, 2007) (in certain situations, a liable party who has incurred cleanup costs at a site can sue other liable parties under CERCLA Section 107(a)(4)(B)).

If your company or organization wishes to participate in this settlement, it must ensure that the U.S. EPA receives its completed **Consent and Authorization Signature Page** (“Signature Page”) no later than **May 7, 2010**.

The settlement with your company or organization will take the form of an **Administrative Settlement Agreement and Order on Consent (“Settlement Agreement”)**, a copy of which is enclosed. Your company’s or organization’s cost to settle with the U.S. EPA will depend upon the volume of waste it sent to the OII Site for treatment or disposal. In addition, to join the settlement, your company or organization will have a choice of two settlement tiers: Tier I or Tier II. The difference between the two tiers relates to the “Covenants Not To Sue” provisions in the Settlement Agreement. These provisions are described on page 6 of the OII Site *De Minimis* Settlement Information enclosure.

The enclosed **Settlement Cost Summary** provides the volume assessment for your company or organization. The volume assessment, site costs and the settlement offer are discussed briefly below.

- The Volume Assessment. The enclosed **Manifest Summary Report** lists each waste manifest for your company or organization and the volume for each manifest. Copies of

the manifests are also enclosed. For an explanation of the Manifest Summary Report and a guide to understanding the manifest information, please review the enclosed memorandum entitled “**Operating Industries, Inc. Site Manifest and Volume Database Information.**”

- The Site Costs. Past and future total site remediation clean-up costs are provided in the enclosure entitled “**OII Total Site Remediation Costs as of 9/30/2008**”. The resulting dollar per gallon calculation for this offer is provided in the enclosure entitled “**2010 De minimis Settlement Offer**”.
- The Settlement Offer. The U.S. EPA is providing your company or organization with a settlement offer. The dollar amounts of the Tier I and Tier II settlement options are set forth in the Settlement Cost Summary. If your company or organization submits the enclosed **Signature Page** in time to be received by the U.S. EPA no later than 5:00 p.m. on Friday, **May 7, 2010**, and does not apply for a financial and/or volume review, the settlement amount will be automatically reduced by five percent (5%). For a detailed explanation of the settlement offer including the 5% discount, please review the enclosed memorandum entitled “**Operating Industries, Inc. Site De Minimis Settlement Information.**”

Companies or organizations that agree to settle in principle, but either (i) face financial hardship and/or (ii) believe their assessed volume is in error and wish to request a volume review, can submit the appropriate application(s) along with their signature page(s). Further information about both the financial review process and the volume review process is provided in the **Operating Industries, Inc. Site De Minimis Settlement Information** memorandum, and in the respective instructions and application forms.

The U.S. EPA is providing several ways for you to obtain answers to any remaining questions you may have after reviewing the enclosed information. We hope you will take advantage of these resources, which include a web site, a telephone information line, an e-mail address, and an informational meeting. A brief description of each of these sources of information is provided below.

- OII Site Web Page. If your company or organization has access to the world-wide web, it can visit the following web page for information:

<http://www.epa.gov/region09/operatingindustries>

- Telephone Information Line. If you wish to contact us by telephone, please use the following toll-free special information line:

(800) 394-0495

- E-Mail Address. E-mail provides one of the best ways to communicate with us quickly and efficiently. The e-mail address reserved for inquiries about this settlement is:

OII_De_Minimis@epa.gov

- **Informational Meeting.** *De minimis* parties who wish to have their questions answered in person can attend an informational meeting on **April 22, 2010**, from 6:00 p.m. to 9:00 p.m., at the **Westin Los Angeles Airport Hotel**, 5400 West Century Boulevard, Los Angeles, CA 90045.

For details about the meeting, and to learn about other information sources (including the OII Site document repositories), please see the **Operating Industries, Inc. Site De Minimis Settlement Information** memorandum.

The U.S. EPA asks that your company submit the attached “**Primary Contact Designation Form**” within 10 days of receipt of this letter, regardless of whether or not it wishes to participate in this settlement.

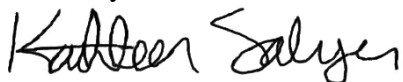
If your company or organization agrees to join the OII Site *de minimis* settlement, it must submit the enclosed **Signature Page**, bearing the original signature of an authorized representative of your company or organization, in time to be received by the U.S. EPA no later than 5:00 p.m. on **May 7, 2010**. No duplicates or copies sent by facsimile will be accepted. Please send your company or organization’s signature page to:

Keith Olinger (SFD-7-5)
Enforcement Officer
U.S. Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, California 94105-3901

PLEASE DO NOT SEND PAYMENT AT THIS TIME. EPA will be providing payment information after the settlement agreement is final.

We look forward to receiving your company or organization’s response. If you have any questions, please contact the toll-free OII information line at (800) 394-0495. Thank you in advance for your participation.

Sincerely,



Kathleen Salyer, Assistant Director
Superfund Division
California Site Cleanup Branch

cc: Dennis Ragen, Deputy Attorney General, California Department of Justice
Tedd Yargeau, Brownfields Coordinator, California Department of Toxic Substances Control
Amy Gillespie, Assistant Attorney General, U.S. Department of Justice
David Giannotti, Esq., OII Steering Committee
Janet Magnuson, Assistant Regional Counsel, U.S. EPA
Keith Olinger, Enforcement Officer, U.S. EPA

Enclosures:

- Consent and Authorization (Signature Page) for the proposed Administrative Settlement Agreement and Order on Consent
- Proposed Administrative Settlement Agreement and Order on Consent
- Settlement Cost Summary
- Manifest Summary Report
- Manifest Copies
- Operating Industries, Inc. Site Manifest and Volume Database Information
- OII Total Site Remediation Costs as of 9/30/2008
- 2010 De Minimis Settlement Offer
- Operating Industries, Inc. Site *De Minimis* Settlement Information
- Optional Applications (includes the following forms)
 - Instructions & Application for Parties with Limited Financial Abilities
 - Instructions & Application for Parties Seeking Volume Review
 - Instructions & Application for Parties Who Disposed of Additional Contaminants
- Primary Contact Designation Form and Postage Paid Return Envelope
- List of Parties Receiving this Offer

**Operating Industries, Inc. Site
Administrative Settlement Agreement and Order on Consent
Consent and Authorization Signature Page**

SKF USA, Inc.

_____, [Respondent] by the duly authorized representative named, titled, and signed below, hereby consents and agrees to be bound by the terms and conditions as provided in this Administrative Settlement Agreement and Order on Consent, and selects one of the following sets of covenants.

SETTLING ON BEHALF OF THE FOLLOWING GENERATOR(S) APPEARING IN THE VOLUMETRIC DATABASE:

Korody - Coyler Corp.

YOU MUST SELECT ONE OF THE FOLLOWING:

- ☐ Tier I *DE MINIMIS* COVENANTS (\$3.53 per gallon)
- ☐ Tier II *DE MINIMIS* COVENANTS (\$3.19 per gallon)

Date

Signature

Printed Name of Signatory

Title of Signatory

Mailing name and address for this Respondent, or for his, her, or its agent for service of process:

Date

Signature

Printed Name of Signatory

Title of Signatory

Address

Telephone Number

City, State, Zip Code

Facsimile Number

E-Mail

OPTIONAL ENCLOSURES--Please check the appropriate box if you are filing either of the following optional applications:

- ☐ Application for financial review to qualify for reduced payment
- ☐ Application for volume review

NOTE REGARDING APPLICATION FOR FINANCIAL REVIEW TO QUALIFY FOR REDUCED PAYMENT: If the Respondent chooses this option, the Respondent must submit the signature page, together with the required financial statements, supporting documents, and signed certification, as described in the OII Site *De Minimis* Settlement Offer Letter and its enclosures. If the Respondent provides these materials, the Respondent may withdraw the signature page within 14 calendar days after the U.S. EPA notifies the Respondent of the results of the U.S. EPA's financial review.

NOTE REGARDING APPLICATION FOR VOLUME REVIEW: If the Respondent chooses this option, the Respondent must submit the signature page, together with the required review form, copies of the relevant manifests, other supporting documents, and the Respondent's signed certification, as described in the OII Site *De Minimis* Settlement Offer Letter and its enclosures. If the Respondent provides these materials, the Respondent may withdraw the signature page within 14 calendar days after the U.S. EPA notifies the Respondent of the results of the U.S. EPA's volume review.

**75 Hawthorne Street
San Francisco, CA 94105-3901**

Proceeding under Section 122(g)(4)
of the Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980, as amended,
42 U.S.C. 9622(g)(4)

ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT

TABLE OF CONTENTS

I.	<u>JURISDICTION</u>	3
II.	<u>STATEMENT OF PURPOSE</u>	3
III.	<u>DEFINITIONS</u>	4
IV.	<u>STATEMENT OF FACTS</u>	7
V.	<u>DETERMINATIONS</u>	10
VI.	<u>SETTLEMENT AGREEMENT AND ORDER</u>	11
VII.	<u>PAYMENT</u>	11
VIII.	<u>FAILURE TO MAKE PAYMENT</u>	11
IX.	<u>CERTIFICATION OF RESPONDENT</u>	12
X.	<u>TIER I COVENANT NOT TO SUE BY UNITED STATES</u>	12
XI.	<u>TIER II COVENANT NOT TO SUE BY UNITED STATES</u>	13
XII.	<u>COVENANTS BY THE STATE OF CALIFORNIA</u>	14
XIII.	<u>RESERVATIONS OF RIGHTS BY UNITED STATES</u>	17
XIV.	<u>COVENANT NOT TO SUE BY RESPONDENTS</u>	19
XV.	<u>EFFECT OF SETTLEMENT/CONTRIBUTION</u>	19
XVI.	<u>PARTIES BOUND</u>	21
XVII.	<u>INTEGRATION/APPENDICES</u>	21
XVIII.	<u>PUBLIC COMMENT</u>	21
XIX.	<u>ATTORNEY GENERAL APPROVAL</u>	22
XX.	<u>EFFECTIVE DATE</u>	22

I. JURISDICTION

1. This Administrative Settlement Agreement and Order on Consent (“Settlement Agreement”) is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Section 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency (“EPA”) by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of EPA by EPA Delegation No. 14-14-E. Within EPA Region IX, this authority has been delegated to the Superfund Division Director by a Regional Order 1290.21A entitled “De Minimis Settlements,” dated November 23, 1998 and redelegated to the Superfund Branch Chief (now titled, Assistant Director) by EPA Regional Order R9 1290.21B. The State has jurisdiction over the matters set forth herein pursuant to the Hazardous Substances Account Act, Health and Safety Code § 25300 et seq., and California Civil Code § 3494.

2. This Settlement Agreement is issued to the persons, corporations, or other entities identified in Appendices A and B (“Respondents”). Each Respondent agrees to undertake all actions required by this Settlement Agreement. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Settlement Agreement or to implement or enforce its terms.

3. EPA and Respondents agree that the actions undertaken by Respondents in accordance with this Settlement Agreement do not constitute an admission of any liability by any Respondent. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the Statement of Facts or Determinations contained in Sections IV and V, respectively, of this Settlement Agreement.

II. STATEMENT OF PURPOSE

4. By entering into this Settlement Agreement, the mutual objectives of the Parties are:

a. With respect to the Respondents identified in Appendix A, “Tier I Respondents,” as provided in Section X (Tier I De Minimis Covenants), and subject to the applicable reservations and conditions of this Settlement Agreement:

(1). to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Respondents to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and Section 7003 of the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6973, for injunctive relief with regard to the Site and for

response costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;

(2). to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site; and

(3). to obtain settlement with Respondents for their fair share of response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, and by other persons, and to provide for full and complete contribution protection for Respondents with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

b. With respect to the Respondents identified in Appendix B, “Tier II Respondents,” as provided in Section XI (Tier II De Minimis Covenants), and subject to the applicable reservations and conditions of this Settlement Agreement:

(1). to reach a settlement among the Parties with respect to the Site pursuant to Section 122(g), that allows these Respondents to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607 and Section 7003 of RCRA, 42 U.S.C. § 6973, for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site, subject to certain reservations regarding unknown conditions or information, thereby reducing litigation relating to the Site;

(2). to simplify the remaining administrative and judicial enforcement activities concerning the Site by significantly reducing the further involvement of a substantial number of parties;

(3). to obtain settlement with these Respondents for their fair share of response costs incurred and to be incurred at or in connection with the Site by the Hazardous Substance Superfund and by private parties, and to provide for contribution protection for these Respondents with regard to the Site, subject to certain reservations regarding unknown conditions or information, pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

III. DEFINITIONS

5. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Settlement Agreement, the following definitions shall apply:

a. “CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. “Day” shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

c. “De Micromis” party shall mean any person (i) whose liability with respect to the Site is based solely on CERCLA 107(a)(3) or (4), 42 U.S.C. 9607(a)(3) or (4), and (ii) who the U.S. EPA determines arranged for the disposal, treatment, or transport for disposal or treatment, or accepted for transport for disposal or treatment, of less than 4,200 gallons of materials containing hazardous substances, except where the U.S. EPA determines that the hazardous substances contributed by such person are significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

d. “De Minimis” party shall mean any person (i) whose liability with respect to the Site is based solely on CERCLA 107(a)(3) or (4), 42 U.S.C. 9607(a)(3) or (4), and (ii) who the U.S. EPA determines arranged for the disposal, treatment, or transport for disposal or treatment, or accepted for transport for disposal or treatment, of less than 110,000 gallons of materials containing hazardous substances, except where the U.S. EPA determines that the hazardous substances contributed by such person are significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

e. “Effective Date” shall mean the effective date of this Settlement Agreement as provided by Section XX.

f. “EPA” shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.

g. “EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

h. “Final Remedy” shall mean the remedies selected in the Final ROD and the Gas Control and Cover ROD for the OII Site, including any amendments or modifications that may have been or may be made to those RODs.

i. “Final ROD” shall mean the Final Record of Decision for the OII Site, signed by the Region IX Superfund Division Director on September 30, 1996.

j. “Gas Control and Cover ROD” shall mean the Record of Decision relating to the Gas Migration Control and Landfill Cover operable unit at the OII Site, signed by the Region IX Deputy Regional Administrator on September 30, 1988, as amended on September 28, 1990.

k. "Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

l. "HSAA" shall mean the California Hazardous Substance Account Act, California Health and Safety Code Sections 25300 et seq.

m. "HWCL" shall mean the Hazardous Waste Control Law, California Health & Safety Code Section 25100 et seq.

n. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

o. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral.

p. "Parties" shall mean EPA and the Respondents.

q. "RCRA" shall mean the Resource Conservation and Recovery Action, as amended ("RCRA"), 42 U.S.C. § 6901 et seq.

r. "Remedial Action" shall mean those activities taken or to be undertaken to implement the Gas Control and Cover ROD and/or the Final ROD for the OII Site, in accordance with the Statements of Work, the final Remedial Designs and Remedial Action Work Plans and other plans approved or to be approved by the U.S. EPA.

s. "Respondents" shall mean those persons, corporations, or other entities listed in Appendix A and Appendix B.

t. "Response costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

u. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

v. "Settlement Agreement" shall mean this Settlement Agreement and Administrative Order on Consent and all appendices attached hereto. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

w. "State" shall mean the State of California on behalf of the Department of Toxic Substances Control.

x. "State Accounts" shall mean the California Hazardous Substance Account, the California Hazardous Waste Control Account, the California Toxic Substances Control Account and the California Site Remediation Account, and any predecessors and successors to those accounts, to the extent that funds have been or will be expended from those accounts on behalf of DTSC.

y. "OII Site" or the "Site" shall mean the "facility," as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. 9601(9), and shall mean the landfill located at 900 Potrero Grande Drive in Monterey Park, California, and all associated areas where contamination emanating from the landfill has come or comes to be located.

z. "Tier I De Minimis Covenants" shall mean the Covenants Not to Sue by the United States in Section X(Tier I De Minimis Covenants Not to Sue by the United States).

aa. "Tier II De Minimis Covenants" shall mean the Covenants Not to Sue by the United States in Section XI (Tier II De Minimis Covenants Not to Sue by the United States).

bb. "United States" shall mean the United States of America, and each department, agency and instrumentality of the United States, including EPA.

IV. STATEMENT OF FACTS

6. The Operating Industries, Inc. landfill is a 190 acre facility located at 900 Potrero Grande Drive, Monterey Park, California.

a. The Site operated from 1948 through 1984. Over the course of its operation, the landfill accepted industrial solid, liquid and hazardous wastes, as well as municipal solid waste. Wastes accepted by the landfill include hazardous substances as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and California Health and Safety Code §§ 25316 and 25317. The list of contaminants found at the site include, but are not limited to, contaminants attached to and incorporated into this Settlement Agreement as Appendix D.

b. The Site is located on the southwestern flank of the La Merced Hills (also called the Montebello Hills) and is divided by California Highway 60 (Pomona Freeway), which runs roughly east-west through the Site, dividing it into a 45 acre North Parcel and 145 acre South Parcel. The Site is located at the boundary between the San Gabriel groundwater basin to the north and the Los Angeles Central groundwater basin to the south. The important water-bearing units underlying the Los Angeles and San Gabriel Basins, as well as the Site, are from oldest to youngest: upper Pliocene Pico Formation; lower Pleistocene San Pedro Formation; upper Pleistocene older alluvium (including "terrace gravels"); and the Recent Alluvium. The San Pedro Formation contains the five major aquifers of the Los Angeles Central Basin and the San Gabriel Basin: the Jackson, Hollydale, Lynwood, Silverado and Sunnyside aquifers. The lower Pliocene Repetto formation and older formations are found at depths greater

than 1500 feet. The Site is approximately one mile west of the Whittier Narrows groundwater recharge area and the Rio Hondo River.

c. The Site was proposed for inclusion on the National Priorities List ("NPL") in October 1984 and was subsequently placed on the NPL in May 1986, in accordance with Section 105(a)(8) of CERCLA, 42 U.S.C. § 9605(a)(8), as set forth at 40 C.F.R. Part 300, Appendix B.

d. There have been releases of hazardous substances from the Site, and the Site poses numerous threats to human health and the environment. The population in proximity to the Site includes the nearby residents of the City of Montebello and the City of Monterey Park, those who travel on the section of the Pomona Freeway that transects the Site, and workers in the several businesses located on or near the Site.

e. In response to a release or a substantial threat of a release of hazardous substances at or from the Site, EPA has completed the Remedial Investigation ("RI"), the Feasibility Study ("FS"), the Proposed Plan, and the Final Record of Decision (the "Final ROD") for the Site, pursuant to 40 C.F.R. § 300.430.

f. EPA has identified four operable units to date: Site Control and Monitoring ("SCM"); Leachate Management ("LM"); Gas Migration Control and Landfill Cover ("Gas Control and Cover"); and Final Remedy ("Final Remedy Operable Unit"), this last of which incorporates perimeter liquids control, natural attenuation of contaminated groundwater, and long-term operation and maintenance. The first two operable units (SCM and LM) were the subject of two interim Records of Decision ("RODs"). The work required by those interim RODs was the subject of two prior settlements, memorialized in two partial consent decrees. The first settlement is captioned United States et al. v. Chevron Chemical Company, et al., No. CV 88-7196-MRP(Kx), and was entered by the Court on May 11, 1989 (the "First Decree"). The second settlement is captioned United States, et al. v. American Petrofina Exploration Co., et al., No. CV 88-7196-MRP(Kx), and was entered on September 17, 1991 (the "Second Decree").

g. A third partial consent decree, captioned United States, et al. v. Chevron Chemical Company, et al., No. CV 91-6520-MRP(Kx), was entered by the court on March 30, 1992 (the "Third Decree"). The Third Decree addresses a portion of the work required by the Record of Decision for the Gas Control and Cover Operable Unit (the "Gas Control and Cover ROD"). The Gas Control and Cover ROD, unlike the previous two interim RODs, is a final ROD and represents a significant portion of the final remedy for the Site. Parties to the Third Decree are performing a major portion of the Gas Control and Cover ROD and some operation and maintenance as provided in that ROD. At the termination of the Third Decree, additional operation and maintenance provided in that ROD will be performed under the eighth partial consent decree.

h. On December 21, 1992, EPA, the State and the United States Department of the Navy ("Navy") entered into an Administrative Settlement (EPA CERCLA Docket No. 92-19), under which the Navy resolved its liability for matters addressed in the First Decree and the Third Decree.

i. On November 2, 1993, EPA issued a unilateral administrative order ("UAO 94-01") pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606, requiring certain response activities at the Site in cooperation with EPA and the other persons performing work at the Site.

j. A fourth partial consent decree, resolving the alleged liability of certain municipalities and transporters and the California Department of Transportation for arranging for disposal or for transport for disposal of municipal solid waste, was entered on April 4, 1995, captioned United States, et al. v. City of Monterey Park, et al., No. CV 94-8685 WMB(GHKx) (the "Fourth Decree").

k. A fifth partial consent decree, addressing the same subject matter as the First Decree and the Third Decree, incorporating new defendants, including the recipients of UAO 94-01, was entered on July 10, 1996, captioned United States, et al. v. IT Corporation, et al., No. CV 96-1959 WMB(JRx) (the "Fifth Decree").

l. On March 7, 1997, EPA issued a unilateral administrative order ("UAO 97-02") pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606, requiring certain response activities at the Site in cooperation with EPA and the other persons performing work at the Site.

m. A sixth partial consent decree, captioned United States et al. v. Air Products and Chemicals, Inc., et al., Action No. CV 97-5440 MRP, resolving the liability of certain operator defendants, was entered on September 23, 1997 (the "Sixth Decree").

n. A seventh partial consent decree, captioned United States et al. v. Operating Industries, Inc., et al., Action No. CV00-08794 SVW, resolving the liability of certain owner/operator defendants and incorporating provisions for redevelopment of a portion of the Site, was entered on October 10, 2000 (the "Seventh Decree").

o. An eighth partial consent decree, captioned United States et al. v. Chevron Environmental Management Company, et al., Action No. CV 01-11162 MMM (JWJx) ("Eighth Decree") was entered on May 28, 2002. The Eighth Decree addressed, among other things, the work required by the Final ROD for the Final Remedy Operable Unit, including the long-term operation and maintenance of facilities constructed under the Gas Control and Cover ROD, to the extent those activities were not addressed under the Third Decree and the Seventh Decree. The Eighth Decree also resolved the liability of certain generators of waste's liability for the Matters Addressed by the Eighth Decree.

7. Hazardous substances have been or are threatened to be released at or from the Site.

8. As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future.

9. In performing these response actions, EPA has incurred and will continue to incur response costs at or in connection with the Site.

10. Each Respondent listed on Appendix A and Appendix B arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of a hazardous substance owned or possessed by such Respondent, by any other person or entity, at the Site, or accepted a hazardous substance for transport to the Site which was selected by such Respondent.

11. The amount of hazardous substances contributed to the Site by each Respondent does not exceed 110,000 gallons of materials containing hazardous substances, and the hazardous substances contributed by each Respondent to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

12. EPA estimates that the total response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund and by other persons is approximately \$700 million. The payment required to be made by each Respondent pursuant to this Settlement Agreement is a minor portion of this total amount.

V. DETERMINATIONS

13. Based upon the Statement of Facts set forth above and on the administrative record for this Site, EPA has determined that:

a. The Operating Industries, Inc., site is a “facility” as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. Each Respondent is a “person” as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

c. Each Respondent is a “potentially responsible party” within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

d. There has been an actual or threatened “release” of a “hazardous substance” from the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14).

e. The actual or threatened “release” caused the incurrence of response costs.

f. Prompt settlement with each Respondent is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

g. As to each Respondent, this Settlement Agreement involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

h. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

VI. SETTLEMENT AGREEMENT AND ORDER

14. Based upon the administrative record for the Site and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth herein, the following is hereby AGREED TO AND ORDERED:

VII. PAYMENT

15. Within 30 days after the effective date of this Settlement Agreement, each Respondent shall pay the amount opposite its, her, or his name in Appendix C to this Settlement Agreement, in accordance with the provisions of this Section.

16. Each Respondent's payment includes an amount for: a) past response costs incurred at or in connection with the Site; b) projected future response costs to be incurred at or in connection with the Site; and c) a premium to cover the risks and uncertainties associated with this settlement, including but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, or by any other person, will exceed the estimated total response costs upon which Respondents' payments are based.

17. Each Respondent shall make her, his or its respective payment as set forth in the payment instructions that will be provided by EPA.

18. At the time of payment, each Respondent shall send notice that such payment has been made to: Keith Olinger, EPA Enforcement Officer, U.S. EPA Region 9, 75 Hawthorne Street, SFD-7-5, San Francisco, CA 94105.

Such notice shall reference the Site/Spill ID Number 0958 and EPA docket number for this action.

VIII. FAILURE TO MAKE PAYMENT

19. If any Respondent fails to make full payment within the time required by Paragraph 15, that Respondent shall pay Interest on the unpaid balance. In addition, if any Respondent fails to make full payment as required by Paragraph 15, the United States may, in addition to any

other available remedies or sanctions, bring an action against that Respondent seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), for failure to make timely payment.

IX. CERTIFICATION OF RESPONDENT

20. By signing this Settlement Agreement, each Respondent certifies, individually, that, to the best of its knowledge and belief, it:

a. has conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b. has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site; and

c. has and will comply fully with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

X. TIER I DE MINIMIS COVENANT NOT TO SUE BY UNITED STATES

21. In consideration of the payments that will be made under the terms of this Settlement Agreement by the Respondents identified in Appendix A, "Respondents Selecting Tier I Covenants", and except as specifically provided in Section XIII (Reservations of Rights by United States), the United States covenants not to sue or take administrative action against such Respondents pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and Section 7003 of the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. § 6973, relating to the Site. These covenants not to sue shall take effect for each Respondent identified in Appendix A, "Respondents Selecting Tier I Covenants," upon receipt of that Respondent's payment as required by Section VII. With respect to each Respondent identified in Appendix A, "Respondents Selecting Tier I Covenants," individually, this covenant not to sue is conditioned upon: a) the satisfactory performance by Respondent of all obligations under this Settlement Agreement; and b) the veracity of the information provided to EPA by Respondent relating to Respondent's involvement with the Site. This covenant not to sue extends only to Respondents identified in Appendix A, "Respondents Selecting Tier I Covenants" and does not extend to any other person.

XI. TIER II DE MINIMIS COVENANT NOT TO SUE BY UNITED STATES

22. In consideration of the payments that will be made under the terms of this Settlement Agreement by the Respondents identified in Appendix B, “Respondents Selecting Tier II Covenants,” and except as specifically provided in Paragraph 23 of this Section and in Section XIII (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against such Respondents pursuant to Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and Section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site. These covenants not to sue shall take effect with respect to each Respondent identified in Appendix B, “Respondents Selecting Tier II Covenants,” upon the receipt of the entire payment required of that Respondent pursuant to Section VII (Payment) of this Settlement Agreement. With respect to each Respondent identified in Appendix B, “Respondents Selecting Tier II Covenants,” these covenants not to sue are conditioned upon: a) the complete and satisfactory performance by that Respondent of her, his or its obligation under this Settlement Agreement and (b) the veracity of the information provided to the U.S. EPA by that Respondent relating to that Respondent’s involvement with the OII Site. These covenants not to sue extend only to the Respondents identified in Appendix B, “Respondents Selecting Tier II Covenants,” and their successors, and do not extend to any other person.

23. The covenants provided in Paragraph 22 of this Section are subject to the following reservations, in addition to the reservations set forth in Section XIII (Reservation of Rights by United States):

a. United States’ pre-certification reservations. Notwithstanding any other provision of this Settlement Agreement, the United States reserves, and this Settlement Agreement is without prejudice to, the right to institute proceedings in this action or in a new action against the Respondents identified in Appendix B, “Respondents Selecting Tier II Covenants,” or to issue an administrative order seeking to compel any of the Respondents identified in Appendix B, “Respondents Selecting Tier II Covenants,” to: (1) perform further response actions relating to the Site or (2) reimburse the United States for additional costs of response if, prior to the issuance of the Certification of Completion of the Remedial Action:

- (i) conditions at the Site, previously unknown to the EPA are discovered, or
- (ii) information, previously unknown to the EPA, is received, in whole or in part,

and these previously unknown conditions or this information, together with any other relevant information, indicate(s) that the Remedial Action is not protective of human health or the environment. If EPA makes such a determination, the State reserves, and this Settlement Agreement is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel the Respondents identified in Appendix B, “Respondents Selecting Tier II Covenants” to reimburse the State for additional costs of response.

b. United States' post-certification reservations. Notwithstanding any other provision of this Settlement Agreement, the United States reserves, and this Settlement Agreement is without prejudice to, the right to institute proceedings in this action or in a new action against the Respondents identified in Appendix B, "Respondents Selecting Tier II Covenants," or to issue an administrative order seeking to compel any of the Respondents identified in Appendix B, "Respondents Selecting Tier II Covenants," to: (1) perform further response actions relating to the Site or (2) reimburse the United States for additional costs of response if, subsequent to issuance of the Certification of Completion of the Remedial Action:

- (i) conditions at the Site, previously unknown to the EPA are discovered, or
- (ii) information, previously unknown to the EPA, is received, in whole or in part,

and these previously unknown conditions or this information, together with other relevant information, indicate(s) that the Remedial Action is not protective of human health or the environment. If EPA makes such a determination, the State reserves, and this Settlement Agreement is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel the Respondents identified in Appendix B, "Respondents Selecting Tier II Covenants" to reimburse the State for additional costs of response.

c. For purposes of Paragraph 23(a), the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date the Final ROD was signed and set forth in the Final ROD for the Site and the administrative record supporting the Final ROD. For purposes of Paragraph 23(b) the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date of Certification of Completion of the Remedial Action and set forth in the Final ROD, the administrative record supporting the Final ROD, and the post-ROD administrative record (if any).

XII. COVENANTS BY THE STATE OF CALIFORNIA

24. The State, the State Accounts and the Attorney General of California with respect to his Authority under Government Code Sections 12612 through 12660 (collectively the "State Covenant Providers") provide the following covenants not to sue:

A. De Minimis Covenants Not to Sue by the State for the Respondents identified in Appendix A, "Respondents Selecting Tier I Covenants"

In consideration of the actions that will be performed and the payments that will be made by the Respondents identified in Appendix A, "Respondents Selecting Tier I Covenants" under the terms of the Settlement Agreement, and except as specifically provided in Paragraph 27

(State's General Reservation of Rights), the State Covenant Providers covenant not to sue or take administrative action against the Respondents identified in Appendix A, "Respondents Selecting Tier I Covenants" pursuant to Section 107 of CERCLA, California Civil Code Section 3494, HWCL, or the HSAA, relating to the Site. With respect to present and future liability, these covenants not to sue shall take effect as to each Respondent identified in Appendix A, "Respondents Selecting Tier I Covenants" upon receipt by EPA of the entire payment required of that Respondent identified in Appendix A, Respondents Selecting Tier I Covenants," under Paragraph 15 of Section VII (Payment of Response Costs). With respect to each Respondent identified in Appendix A, "Respondents Selecting Tier I Covenants, individually, these covenants not to sue are conditioned upon: (1) the satisfactory performance by that Respondent of all its obligations under this Settlement Agreement; and (2) the veracity of the information provided to EPA by that Respondent relating to that Respondent's involvement with the Site. These covenants not to sue extend only to the Respondents identified in Appendix A, "Respondents Selecting Tier I Covenants" and do not extend to any other person.

B. De Minimis Covenants Not to Sue by the State for the Respondents identified in Appendix B, "Respondents Selecting Tier II Covenants"

1. In consideration of the actions that will be performed and the payments that will be made by the Respondents identified in Appendix B, "Respondents Selecting Tier II Covenants" under the terms of this Settlement Agreement, and except as specifically provided in Subparagraphs XII.B.2 and XII.B.3 of this Section and in Paragraph 27 (State's General Reservation of Rights), the State Covenant Providers covenant not to sue or take administrative actions against the Respondents identified in Appendix B, "Respondents Selecting Tier II Covenants" pursuant to Section 107 of CERCLA, California Civil Code Section 3494, HWCL, or the HSAA for the Site. With respect to present and future liability, these covenants not to sue shall take effect as to each Respondent identified in Appendix B, "Respondents Selecting Tier II Covenants" upon receipt by EPA of the entire payment required of that Respondent identified in Appendix B, "Respondents Selecting Tier II Covenants" under Paragraph 15 of Section VII (Payment). With respect to each Respondent identified in Appendix B, "Respondents Selecting Tier II Covenants," individually, these covenants not to sue are conditioned upon (1) the satisfactory performance by that Respondent of all of its obligations under this Settlement Agreement and (2) the veracity of the information provided to EPA by that Respondent relating to that Respondent's involvement with the Site. These covenants not to sue extend only to the Respondents identified in Appendix B, "Respondents Selecting Tier II Covenants" and do not extend to any other person.

2. The State's Pre-certification Reservations as to the Respondents identified in Appendix B, "Respondents Selecting Tier II Covenants"

Notwithstanding any other provision of this Settlement Agreement, subject to federal preemption law, the State Covenant Providers reserve, and this Settlement Agreement is without prejudice to, any rights that the State Covenant Providers may have under applicable law to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel the Respondents identified in Appendix B, "Respondents Selecting Tier II Covenants":

a) to perform further response actions not inconsistent with the NCP relating to the Site,
or

b) to reimburse DTSC for additional costs of response if, prior to Certification of Completion of the Remedial Action:

1) conditions at the Site, previously unknown to the State, are discovered, or

2) information, previously unknown to the State, is received, in whole or in part, and the State determines that these previously unknown conditions or information together with any other relevant information indicates that further response actions are necessary to protect human health or the environment.

3. The State's Post-certification Reservations as to the Respondents identified in Appendix B, "Respondents Selecting Tier II Covenants"

Notwithstanding any other provision of this Settlement Agreement, subject to federal preemption law, the State Covenant Providers reserve, and this Settlement Agreement is without prejudice to, any rights that the State Covenant Providers may have under applicable law to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel the Respondents identified in Appendix B, "Respondents Selecting Tier II Covenants":

a) to perform further response actions not inconsistent with the NCP relating to the Site,
or

b) to reimburse the State Covenant Providers for additional costs of response if, subsequent to Certification of Completion of the Remedial Action:

1) conditions at the Site, previously unknown to the State, are discovered, or

2) information, previously unknown to the State, is received, in whole or in part, and the State determines that these previously unknown conditions or this information together with other relevant information indicate that further response actions are necessary to protect human health or the environment.

C. State Assertion of Reserved Rights

Notwithstanding the other provisions of this Section XII, the State reserves the following rights:

1. In the event that the State is designated the lead agency at the Site pursuant to a cooperative agreement with EPA or pursuant to any provision of federal law, the State may assert the rights reserved by the United States in Paragraph 25 (Reservation of Rights by the United States), in accordance with applicable law.

2. In the event that the United States institutes proceedings or an administrative action pursuant to its reservation of rights under Paragraph 25 (Reservation of Rights by the United States), the State Covenant Providers reserve the right (i) to participate in those proceedings to the extent allowed by law and (ii) to seek relief and cost recovery subject to the conditions and limitations set forth in Paragraph 24.

XIII. RESERVATIONS OF RIGHTS BY UNITED STATES

25. The United States reserves, and this Settlement Agreement is without prejudice to, all rights against Respondents with respect to all matters not expressly included within the Covenant Not to Sue by United States in Paragraphs 21, 22 and 23. Notwithstanding any other provision of this Settlement Agreement, the United States reserves all rights against Respondents with respect to:

- a. liability for failure to meet a requirement of this Settlement Agreement;
- b. liability arising from the past, present, or future disposal, release, or threat of release of waste materials outside of the Site;
- c. criminal liability;
- d. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; or
- e. liability based upon the ownership or operation of the Site, or upon the transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Settlement Agreement by Respondent.

26. Notwithstanding any other provision in this Settlement Agreement, the United States reserves, and this Settlement Agreement is without prejudice to, the right to institute judicial or administrative proceedings against any individual Respondent seeking to compel that Respondent to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if:

a. information is discovered which indicates that such Respondent contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Respondent no longer qualifies as a *de minimis* party at the Site because such Respondent contributed greater than 110,000 gallons of the hazardous substances at the Site, or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

27. The State's General Reservations of Rights

The State Covenant Provider's covenants not to sue set forth in this Settlement Agreement do not pertain to any matters other than those expressly specified therein. The State Covenant Providers reserve, and this Settlement Agreement is without prejudice to, all rights against the Respondents with respect to all other matters, including, but not limited to, the following:

- a. liability for failure to meet a requirement of this Settlement Agreement;
- b. liability arising from the past, present, or future disposal, release, or threat of release of waste materials outside of the Site;
- c. liability based upon the ownership or operation of the Site, or upon the transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of Waste Materials at or in connection with the Site, after signature of this Settlement Agreement by the Respondents;
- d. criminal liability; or
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

In addition, the State of California reserves, and this Settlement Agreement is without prejudice to, all rights against the Respondents with respect to claims by any agency or agent of the State of California other than DTSC or the State Accounts, except to the extent that another agency of the State of California becomes DTSC's successor-in-interest with respect to the Site.

XIV. COVENANT NOT TO SUE BY RESPONDENTS

28. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, the State Covenant Providers, or their contractors or employees with respect to the Site or this Settlement Agreement including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of the State of California, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 30 (Waiver of Claims) and Paragraph 32 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XIII (Reservation of Rights by United States), other than in Paragraph 25(a) (claims for failure to meet a requirement of the Decree) or 25(b) (criminal liability), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

29. Nothing in this Settlement Agreement shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

30. Respondents agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Section 107(a) or 113 of CERCLA) that they may have for all matters relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person if such person asserts or has asserted a claim or cause of action relating to the Site against such Respondent.

XV. EFFECT OF SETTLEMENT/CONTRIBUTION

31. Except as provided in Paragraph 30 (Waiver of Claims), nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Paragraph 30 (Waiver of Claims), each of the Parties expressly reserves any and all rights (including, but not limited to,

pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-3, to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

32. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue included in Paragraphs 21 and 22.

33. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), and that each Respondent is entitled, as of the effective date of this Settlement Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5), or as may be otherwise provided by law, for “matters addressed” in this Settlement Agreement. The “matters addressed” in this Settlement Agreement with respect to the Respondents identified in Appendix A, Respondents Selecting Tier I Covenants,” are as follows: all response actions taken by the United States, the State, and private parties, and all response costs incurred and to be incurred by the United States, the State, and private parties, at or in connection with the Site. The “matters addressed” in this Settlement Agreement with respect to the Respondents identified in Appendix B, “Respondents Selecting Tier II Covenants,” are as follows: all response actions taken by the United States, the State, and private parties, and all response costs incurred and to be incurred by the United States, the State, and private parties, at or in connection with the Site, subject to the reservations expressed in Paragraph 23 of Section XI (Tier II De Minimis Covenants Not to Sue by the United States). Provided, however, that if the United States exercises rights under the reservations in Section XIII (Reservations of Rights by United States), other than in Paragraph 25(a) (claims for failure to meet a requirement of the Agreement) or 25(c) (criminal liability), the “matters addressed” in this Settlement Agreement will no longer include those response costs or response actions that are within the scope of the exercised reservation. In the event that a Respondent’s waiver of claims becomes inapplicable in accordance with Paragraph 30, the Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Respondent has resolved its liability to the United States, as of the Effective Date, for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), for “matters addressed” as defined above.

34. Each Respondent shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Respondent shall, with respect to any suit or claim brought

against it for matters related to this Settlement Agreement, notify EPA in writing within 10 days of service of the complaint or claim upon such Respondent. In addition, each Respondent shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

XVI. PARTIES BOUND

35. This Settlement Agreement shall apply to and be binding upon EPA, the State and upon Respondents and their heirs, successors and assigns. Any change in ownership or corporate or other legal status of a Respondent, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to execute and bind legally the party represented by him or her.

XVII. INTEGRATION/APPENDICES

36. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

“Appendix A” is the list of Tier I De Minimis Respondents.

“Appendix B” is the list of Tier II De Minimis Respondents.

“Appendix C” is the payment schedule.

“Appendix D” is the Contaminant List.

XVIII. PUBLIC COMMENT

37. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or withhold its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XIX. ATTORNEY GENERAL APPROVAL

38. The Attorney General or his designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

XX. EFFECTIVE DATE

39. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 37 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

IT IS SO AGREED AND ORDERED:

U.S. ENVIRONMENTAL PROTECTION AGENCY

By: _____ Date _____
Kathleen Salyer
Assistant Director
California Superfund Division Site Cleanup Branch
U.S. EPA Region IX
75 Hawthorne Street
San Francisco, CA 94105

FOR THE STATE OF CALIFORNIA

Date

STEVEN W. LAVINGER
Performance Manager
Chatsworth Office Cleanup Program
California Department of Toxic Substance Control
9211 Oakdale Avenue
Chatsworth, California 91311-6505

Date

DENNIS A. RAGEN
Deputy Attorney General
110 West A Street, Suite 1100
San Diego, California 92101

THE UNDERSIGNED RESPONDENT enters into this Settlement Agreement in the matter of U.S. EPA Docket No. 2010-04, relating to the Operating Industries, Inc., Site:

FOR RESPONDENT: _____
[Name]

[Address]

By: _____
[Name] [Date]

Settlement Cost Summary

SKF USA, Inc.
for Korody - Coyler Corp.

The payment required to join this settlement will depend upon the settlement option chosen. Please see the OII Site *De Minimis* Settlement Offer Letter and the enclosed memoranda and proposed Administrative Settlement Agreement and Order on Consent for explanations of the Tier I and Tier II settlement options and payment instructions. **Do not enclose a check with your signature page; please wait until you receive a letter with payment instructions.**

Tier I Option

If your company selects the Tier I settlement option (see Section X of the proposed Settlement Agreement), its payment will be:

Volume x \$3.53 per gallon =

Generator Name	Volume (gallons)	Base Rate	Total
Korody - Coyler Corp.	37,698	\$ 3.53	\$133,073

*Adjustment	\$ 0
Grand Total Payment	\$133,073

If your company joins the expedited settlement, it will receive a five percent (5%) discount, reducing its cost with the Tier I option to:

5% Expedited Settlement	\$126,419
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Tier II Option

If your company selects the Tier II settlement option (see Section XI of the proposed Settlement Agreement), its payment will be:

Volume x \$3.19 per gallon =

Generator Name	Volume (gallons)	Base Rate	Total
Korody - Coyler Corp.	37,698	\$ 3.19	\$120,256

*Adjustment	\$ 0
Grand Total Payment	\$120,256

If your company joins the expedited settlement, it will receive a five percent (5%) discount, reducing its cost with the Tier II option to:

5% Expedited Settlement	\$114,243
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**Adjustment due to previous settlement with OII Steering Committee.*

Operating Industries, Inc. Site Manifest and Volume Database Information

This memorandum provides information about the Liquid Waste Hauler Records and Hazardous Waste Manifests (collectively referred to as “manifests”) that were used to track wastes received by the OII Site, how the U.S. EPA used the manifest information, and how to read the manifests and the U.S. EPA’s summary of information from the manifests (the “Manifest Summary Report”) for your company or organization. Your company or organization’s Manifest Summary Report is enclosed, together with a compact disc or hardcopies of the waste manifests attributed to your company or organization. Sample manifests, a key to the information on the sample manifests (the “Sample Manifest Key”), and a key to terms used on the Manifest Summary Report (the “Manifest Summary Report Key”) are attached to this memorandum.

THE MANIFESTS

The enclosed manifests are records of wastes generated by your company or organization or its predecessor (“your company”). The U.S. EPA obtained the manifests for wastes disposed of at the OII Site from the following sources: the State of California; the Operating Industries, Inc. business office; and waste haulers. Samples of two types of commonly used manifests and a Sample Manifest Key (a guide to the information on the sample manifests) are attached. Your company's manifests may differ in appearance from the samples, as varying forms of manifests were used during the time that the OII Site was in operation, but the manifests contain essentially the same information as the samples. It may be helpful for you to look at your company’s manifests as you read this memorandum.

The U.S. EPA entered relevant information from these manifests into a computer database, which we refer to as the “volumetric database”. This database assisted the U.S. EPA in calculating the total volume of manifested waste disposed of at the OII Site, as well as the volume of waste disposed of by each individual generator. The primary categories of information extracted from each manifest are shown in the table on the following page. The U.S. EPA’s use of these categories of information to develop a summary of your company’s manifests (the enclosed “Manifest Summary Report”) is explained below.

MANIFEST INFORMATION USED IN EPA’S VOLUMETRIC DATABASE	
Date	The date shown in the Disposal Date section of the manifest - See the information marked “A” on the sample manifests
Manifest number	The original number shown on the manifest - See the information marked “B” on the sample manifests
Bates number	The number stamped on the copy of the manifest when the copy was made for the U.S. EPA’s files - See the information marked “C” on the sample manifests
SDMS number	The number stamped on the copy of the manifest when the copy was indexed by the U.S. EPA’s Superfund Records Center. There is no SDMS number on the sample manifest

MANIFEST INFORMATION USED IN EPA'S VOLUMETRIC DATABASE	
Generator	The entity that generated the waste (marked "producer of waste" on some manifests) - See the information marked "D" on the sample manifests
Quantity	The weight or volume of the waste (must be read with the "Units" information to determine the actual quantity of waste disposed) - See the information marked "E" on the sample manifests
Units	The units of weight or volume used (e.g., gallons (GAL) barrels (BBL), drums (DRM), pounds (LBS), tons (TON), yards (YDS)) to measure the quantity (must be read with the "Quantity" information to determine the actual quantity of waste disposed) - See the information marked "F" on the sample manifests
Number of loads or trips	The hauler's indication of the number of trips using a single manifest (i.e., "2" would mean that the same manifest was used to represent two trips from the same location to the same destination carrying the same volume) - See the information marked "G" on the sample manifests

THE MANIFEST SUMMARY REPORT

The Manifest Summary Report for your company is a report generated from the volumetric database which compiles information extracted from the manifests. It identifies the total waste volume the U.S. EPA has assessed to your company and lists several items of information for each of your company's manifests. The Manifest Summary Report Key attached to this memorandum provides a brief guide to each of the terms used on the Manifest Summary Report.

The Manifest Date, Bates #, Manifest #, and SDMS # Columns. The first column of the Manifest Summary Report provides the disposal date shown on the manifest. The next three columns ("Bates #," "Manifest #," and "SDMS #") provide identifying information for the manifest. Special stamps, called "Bates stamps," are widely used in the legal profession to help identify individual documents by marking them with unique numbers. The "Bates #" column provides the Bates number assigned by the U.S. EPA to the individual manifest. The "Manifest #" column provides the identifying number originally stamped on the manifest at the time it was used. The "SDMS #" column provides a unique identifying number assigned to the manifest when it was indexed by the EPA's Superfund Records Center.

The Quantity, Units, and Gallons Columns. The "Quantity" and "Units" columns on the Manifest Summary Report display the quantity and unit information extracted from the original manifest. To determine the amount of waste represented by the manifest, you must read both the quantity information, which is just a simple number, and the unit information, which tells you if the number was a measurement of gallons, barrels, pounds, tons, or other units of measurement. The "Gallons" column displays the volume of waste for the manifest in terms of gallons. If units other than gallons were used on the original manifest (e.g., barrels, drums, pounds, tons, or yards), the U.S. EPA applied a formula to convert the volume to gallons. The conversion factors

used by the U.S. EPA are provided on the Manifest Summary Report Key attached to this memorandum.

The Code and # Trips Columns. The “Code” column on the Manifest Summary Report provides an explanation of certain adjustments the U.S. EPA made to correct for missing or incorrect volume information. The code “CMP” (short for “computed”) indicates that the volume was determined by multiplying quantity times unit and, if necessary, applying a formula to convert the volume to gallons, but that no other adjustment was made. The code “ZER” (short for “zero”) means that the U.S. EPA could not determine the volume for the manifest, because the manifest was missing quantity information. In those cases, the U.S. EPA applied a default value to determine the volume for the manifest. The default volume used was the 75th percentile of all of the computed manifest volumes, in gallons, for the waste generator as identified on the manifests (calculated independently for each individual waste generator). The code “UNT” (short for “unit”) means that the manifest did not include adequate information about the measurement units used. As with the “ZER” manifests, the U.S. EPA has applied a default value to determine the volume for the UNT manifests. The default volume used was the 75th percentile of all of the computed manifest volumes, in gallons, for the waste generator as identified on the manifests (calculated independently for each individual waste generator). The “# Trips” column, like the “Quantity” and “Units” columns, provides information from the manifest itself. The waste haulers generally used the place provided on some manifest forms for number of trips to indicate that they had used a single manifest to represent several trips (each of which involved the same quantity of waste from the same generator and the same disposal site). For example, if the hauler wrote the number “2” in the hauler trip space on a manifest listing a waste volume of 4,200 gallons, that single manifest will actually represent two trips, each of which transported 4,200 gallons, for a total computed waste volume of 8,400 gallons. If no number was specified for the number of trips on a given manifest, or if the manifest form did not provide a space for such information, the U.S. EPA has assumed that only one trip was made. If the manifest indicated that it represented more than one trip, the U.S. EPA multiplied the waste amount by the number of trips indicated to arrive at the amount in the gallons column.

The Assessed Volume (gl) Column. The last column in the Manifest Summary Report is the “Assessed Volume (gl)” column (short for “assessed volume (in gallons)”). This column displays the total volume for the individual waste manifest in gallons, after any adjustments were made. The total volume of waste attributed to your company is the sum of the “Assessed Volume (gl)” column, which is shown on the Manifest Summary Report at the bottom of this column. The sum of the “Assessed Volume (gl)” column is the same as the total volume indicated on the Settlement Cost Summary.

Sample Manifest Key

Two sample manifests are attached to this memorandum. Your company's manifests may differ in appearance from the samples, as various manifest formats were used during the time that the OII Site was in operation, but the essential information on the manifests should be the same. The following table provides a guide to the most important categories of information on the manifests. Each of these categories of information on the sample manifests is marked with a letter corresponding with the category name and explanation in the table.

A	Date	The disposal date shown on the manifest
B	Manifest number	The original number assigned to the manifest at the time of its first use
C	Bates number	The number stamped on the copy of the manifest when the copy was made for the U.S. EPA's files
D	Generator (or Producer)	The name and address of the entity that generated the waste
E	Quantity	The amount of the waste (must be read with the "Units" information to determine the actual quantity)
F	Units	The units of weight or volume used to measure the waste (must be read with the "Quantity" information to determine the actual quantity)
G	Number of loads or trips	Used by haulers to indicate the number of trips using a single manifest (i.e., "2" meaning the same manifest was used to represent two trips from the same location to the same destination carrying the same waste volume)
H	Disposal site	The ultimate disposal site for the waste. Note, however, that some manifests found at the OII Site business offices for wastes clearly disposed of at the OII Site incorrectly named other disposal sites. If the enclosed manifests for your company indicate a different disposal site, the U.S. EPA used other information to determine that the OII Site was used for disposal of the wastes.

Manifest Summary Report Key

<u>Field Title</u>	<u>Description</u>															
Manifest Date	Disposal Date shown on manifest (manifests appear in chronological order)															
Bates #	Bates number assigned by EPA															
Manifest #	Manifest number originally stamped on the manifest															
SDMS #	Unique identifier applied to the manifest when indexed by the EPA’s Superfund Records Center															
Quantity	Amount of waste as shown on the manifest															
Units	Unit of measurement for waste material disposed															
# Trips	Number of trips stated by waste hauler															
Gallons	Volume, converted to gallons, as calculated for each manifest. If the original units used were not gallons, the following conversion factors were applied: <div><table><tr><td>BBL</td><td>=</td><td>42 gallons per barrel</td></tr><tr><td>DRM</td><td>=</td><td>55 gallons per drum</td></tr><tr><td>LBS</td><td>=</td><td>0.125 gallons per lb.</td></tr><tr><td>TON</td><td>=</td><td>250 gallons per ton</td></tr><tr><td>YDS</td><td>=</td><td>216 gallons per yard</td></tr></table></div>	BBL	=	42 gallons per barrel	DRM	=	55 gallons per drum	LBS	=	0.125 gallons per lb.	TON	=	250 gallons per ton	YDS	=	216 gallons per yard
BBL	=	42 gallons per barrel														
DRM	=	55 gallons per drum														
LBS	=	0.125 gallons per lb.														
TON	=	250 gallons per ton														
YDS	=	216 gallons per yard														
Code	Code showing derivation of the final volume for the manifest, as follows: <div><table><tr><td>CMP</td><td>=</td><td>Straight computation from manifest information</td></tr><tr><td>ZER</td><td>=</td><td>No Quantity information, so default volume applied</td></tr><tr><td>UNT</td><td>=</td><td>No Unit information, so default volume applied</td></tr></table></div>	CMP	=	Straight computation from manifest information	ZER	=	No Quantity information, so default volume applied	UNT	=	No Unit information, so default volume applied						
CMP	=	Straight computation from manifest information														
ZER	=	No Quantity information, so default volume applied														
UNT	=	No Unit information, so default volume applied														
Assessed Volume (gl)	Final volume, in gallons, assessed to the individual manifest															

The sum of the Assessed Volume (gl) column is the total volume of waste, in gallons, that the U.S. EPA attributes to your company. The total number of manifests for your company is also shown on the bottom of the Manifest Summary Report, as is the default volume for your company (used when the manifest did not contain adequate volume information).

Revised January 1975

CALIFORNIA LIQUID WASTE HAULER RECORD
STATE WATER RESOURCES CONTROL BOARD
STATE DEPARTMENT OF HEALTH

PRODUCER OF WASTE (Must be filled by producer)

Name (print or type): ABC CO. Code No.
Pick up Address: XYZ ST. Los Angeles
(Number) (Street) (City)
Telephone Number: (714) 1-4321 P.O. or Contract No.

Order Placed By: Date: 12-1-75
Type of Process which Produced Wastes: Mud Code No.
(Examples: metal plating, equipment cleaning, oil drilling, wastewater treatment, pickling bath, petroleum refining)

DESCRIPTION OF WASTE (Must be filled by producer)

Check type of wastes:

1. <input type="checkbox"/> Acid solution	8. <input type="checkbox"/> Tank bottom sediment
2. <input type="checkbox"/> Alkaline solution	9. <input type="checkbox"/> Oil
3. <input type="checkbox"/> Pesticides	10. <input type="checkbox"/> Drilling mud
4. <input type="checkbox"/> Paint sludge	11. <input type="checkbox"/> Contaminated soil and sand
5. <input type="checkbox"/> Solvent	12. <input type="checkbox"/> Cannery waste
6. <input type="checkbox"/> Tetraethyl lead sludge	13. <input type="checkbox"/> Latex waste
7. <input type="checkbox"/> Chemical toilet wastes	14. <input checked="" type="checkbox"/> Mud and water
	15. <input type="checkbox"/> Brine

Other (Specify) Code No.

Components: (Examples: Hydrochloric acid, lime, caustic soda, phenolics, solvents (fired, metal filled), organics (fired, cyanide))

	Upper	Lower	%	ppm
1. <u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
2. <u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
3. <u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
4. <u>None</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
5. <u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
6. <u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Hazardous Properties of Waste:

Bulk Volume: 100 ☐ toxic ☐ flammable ☐ corrosive ☐ explosive
☐ gas ☐ tons ☒ barrels (42 gal) ☐ other (specify)
Containers: (Number) ☐ drums ☐ cartons ☐ bags ☐ other (specify)
Physical State: ☐ solid ☐ liquid ☐ sludge ☐ other (specify)

Special Handling Instructions (if any):

The waste is described to the best of my ability and it was delivered to a licensed liquid waste hauler (if applicable).

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature of authorized agent and title

HAULER OF WASTE (Must be filled by hauler)

Name (print or type): OTT'S VACUUM TRUCK SERVICE Code No.
Business Address: 1401 N. JEFFERSON ST. - ANAHEIM 92807
(Number) (Street) (City)
Telephone Number: (714) 996-1320 Pick Up: 12-1-75 Time: 1:30 PM
(Date)

State Liquid Waste Hauler's Registration No. (if applicable): 39

Job No.: No. of Loads or Trips: 1 Unit No.: 58

Vehicle: ☒ vacuum truck 129 barrels, ☐ flatbed, ☐ other (specify)

The described waste was hauled by me to the disposal facility named below and was accepted.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature of authorized agent and title

DISPOSER OF WASTE (Must be filled by disposer)

Name (print or type): OPERATING INDUSTRIES Code No.
Site Address: 2425 S. Garfield Ave-Monterey Park, CA
The hauler above delivered the described waste to this disposal facility and it was an acceptable material under the terms of RWQCB requirements, State Department of Health regulations, and local restrictions.

Quantity measured at site (if applicable): State fee (if any):

Handling Method(s):

☐ recovery
☐ treatment (specify): Code No.
(Examples: incineration, neutralization, precipitation)
☐ disposal (specify): ☐ pond ☐ spreading ☒ landfill ☐ injection well
☐ other (specify): Code No.

If waste is held for disposal elsewhere specify final location:

Disposal Date: 12-1-75

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature of authorized agent and title

The site operator shall submit a legible copy of each completed Record to the State Department of Health with monthly fee reports.

OTT'S VACUUM TRUCK SERVICE

1401 N. JEFFERSON STREET
ANAHEIM, CALIFORNIA 92807
(714) 529-2033 or (714) 996-1320

Z311800

FOR INFORMATION RELATED TO SPILLS OR OTHER EMERGENCIES INVOLVING HAZARDOUS WASTE OR OTHER MATERIALS CALL (800) 424-9300

01715

SEE REVERSE SIDE FOR
INSTRUCTIONS. PLEASE TYPE
OR PRINT CLEARLY.

PRESS HARD

GENERATOR (GENERATOR MUST COMPLETE)

① NAME XYZ CO.
EPA NO. 1 2 3 4 5 6 7 8 9
ADDRESS A B C ST
CITY, STATE, ZIP CODE GARDENA, CA
PHONE NO. (714) 123-4567
ORDER PLACED BY _____
P.O. _____
CONTRACT NO. _____

CALIFORNIA HAZARDOUS WASTE MANIFEST
STATE DEPARTMENT OF HEALTH SERVICES
HAZARDOUS MATERIALS MANAGEMENT SECTION
744 P STREET, SACRAMENTO, CA 95814

② DESIGNATED TSD FACILITY
(AUTHORIZED TO OPERATE UNDER AN APPROVED STATE OR FEDERAL PROGRAM)

NAME PUEENTE HILLS #6
EPA NO. EXEMPT
ADDRESS 2800 Workman Mill Road
CITY, STATE, ZIP CODE Whittier CA. 90699
PHONE NO. _____

④ ALTERNATE TSD FACILITY

NAME OPERATION INC
EPA NO. _____
ADDRESS _____
CITY, STATE, ZIP CODE MONTEREY PARK
PHONE NO. _____

⑥ U.S. DOT PROPER SHIPPING NAME

WASTE NONE
WASTE _____

U.S. DOT HAZARD CLASS

UN/NA I.D. NO.

WEIGHT OR VOLUME

UNITS

CONTAINERS NUMBER

DRUMS 100 BAGS 0 CARTONS 0 DUMP TRUCK 0
TANK TRUCK 0 OTHER 0

⑧ WASTE CATEGORY 15

⑦ EX. HAZ. WASTE PERMIT NO. _____

⑨ GENERATING PROCESS

⑩ LIST COMPONENTS:

CONC. RANGE
UPPER LOWER

UNITS

CONC. RANGE
UPPER LOWER

UNITS

A MUD _____
B WATER _____
C WASTE _____
D _____
PPM _____
NON HAZARDOUS MATERIAL _____

⑪ WASTE PROPERTIES PH 5 ☐ TOXIC ☐ FLAMMABLE ☐ CORROSIVE/IRRITANT ☐ REACTIVE ☐ SENSITIZER ☐ CARCINOGEN/MUTAGEN

⑫ PHYSICAL STATE ☒ SOLID ☐ LIQUID ☐ SLUDGE ☐ SLURRY ☐ GAS ☐ OTHER

⑬ SPECIAL HANDLING INSTRUCTIONS: ☐ GLOVES ☐ GOGGLES ☐ RESPIRATOR ☐ OTHER

GENERATOR CERTIFICATION: THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED & LABELED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION AND THE EPA.

IN THE EVENT OF A SPILL CONTACT THE NATIONAL
RESPONSE CENTER, U.S. COAST GUARD 1-800-424-8802

⑬ SIGNATURE OF AUTHORIZED AGENT & TITLE 9-30-82

TRANSPORTER (HAULER MUST COMPLETE)

⑭ NAME CARRASCO VACUUM TRUCK SERVICE, INC.
EPA NO. C A D 0 4 4 4 2 0 8 3 6
ADDRESS P.O. Box 1043
CITY, STATE, ZIP CODE Wilmington, California 90748
PHONE NO. (213) 836-8846

JOB NO. _____

UNIT NO. A

⑮ PICK-UP DATE 9-30-82

TIME _____

☐ AM ☐ PM

⑮ SIGNATURE OF AUTHORIZED AGENT & TITLE 2003118

TSD FACILITY (OPERATOR MUST COMPLETE)

⑯ NAME OPERATION INC
EPA NO. 0 0 0 0 0 0 0 0 0 0

⑰ QUANTITY (IF Measured) _____

⑱ STATE FEE (If Any) \$ _____

⑲ HANDLING OR DISPOSAL METHOD:

☐ SURFACE IMPOUNDMENT ☐ LANDFILL
☐ INJECTION WELL ☐ LAND TREATMENT
☐ TREATMENT (Specify) _____
☐ RECOVERY OR REUSE ☐ STORAGE/TRANSFER

⑳ IF WASTE IS HELD FOR DELIVERY ELSEWHERE, SPECIFY THE DESIGNATED TSD FACILITY

NAME _____
EPA NO. _____

⑲ SIGNATURE OF AUTHORIZED AGENT & TITLE 10-1-82

No "G" on this manifest form

SAMPLE MANIFEST #2

SAMPLE MANIFEST

PREPARED FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

RE: OII SUPERFUND SITE - TOTAL SITE REMEDIATION COST ANALYSIS

OII TOTAL SITE REMEDIATION COSTS AS OF 9/30/2008

PAST COSTS

(1984-2006)

Nominal Costs

WORK DEFENDANT COSTS

Cure, Inc.	\$	67,774,892
New Cure, Inc.		167,232,226
OII Escrow Accounts		30,517,592
Subtotal	\$	265,524,710

AGENCY COSTS

U.S. EPA	\$	139,147,819
California DTSC		1,663,806
Subtotal	\$	140,811,625

TOTAL PAST COSTS

\$ 406,336,335

Contributions from Non-Waste Generators	\$	(72,318,562)
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ADJUSTED PAST COSTS

\$ 334,017,773

FUTURE COSTS

(2007-2071)

**Present Value as of
9/30/2008 [A]**

WORK DEFENDANT COSTS

Per U.S. EPA Projection	\$	260,549,378
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AGENCY COSTS

U.S. EPA	\$	39,417,716
California DTSC		501,593
Subtotal	\$	39,919,310

TOTAL FUTURE COSTS

\$ 300,468,688

Notes

[A] Present value computed using expected rate of return for OII work funds.

PREPARED FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
RE: OII SUPERFUND SITE - TOTAL SITE REMEDIATION COST ANALYSIS
2010 DE MINIMIS SETTLEMENT OFFER

	2010 Offer	\$ per Gallon	2010 Offer	\$ per Gallon
Volume (gallons)	264,659,531		264,659,531	
Total Past Costs	\$ 406,336,335	\$ 1.54	\$ 406,336,335	\$ 1.54
<i>less</i> Contributions from Non-Waste Generators	(72,318,562)	(0.27)	(72,318,562)	(0.27)
Total Future Costs	300,468,688	1.14	300,468,688	1.14
Total	\$ 634,486,461	\$ 2.40	\$ 634,486,461	\$ 2.40
Premium	70%	\$ 0.79	100%	\$ 1.14
Offer		<u>\$ 3.19</u>		<u>\$ 3.53</u>

Operating Industries, Inc. Site *De Minimis* Settlement Information

This memorandum explains the *de minimis* settlement offer which the U.S. EPA is now extending to your company, organization, or client (“your company” or “organization”). The U.S. EPA encourages your company to read this memorandum before selecting its preferred settlement option. More importantly, please carefully review the terms of the proposed Administrative Settlement Agreement and Order on Consent (“Settlement Agreement”) as well; the terms of the Settlement Agreement will supersede any conflicting information in any other document.

This memorandum addresses the following topics:

TOPIC	PAGE
The Responsibility of <i>De Minimis</i> Waste Generators for OII Site Response Costs	2
Legal Background	2
1. Superfund Law	2
2. Special <i>De Minimis</i> Settlement Opportunities	3
Overview of the OII Site <i>De Minimis</i> Settlement	3
1. Qualifying for the <i>De Minimis</i> Settlement	4
2. The Cost to Join this Settlement	4
Overview of the Settlement Options	5
1. Tier I & Tier II Settlement Options	6
2. Expedited Settlement Discount	7
3. Review for Parties Claiming Limited Financial Abilities	7
4. Volume Review	8
The <i>De Minimis</i> Settlement Process	8
How to Obtain More Information about this Settlement	9

The Responsibility of *De Minimis* Waste Generators for OII Site Response Costs

This settlement offer is being made available to a class of potentially responsible parties who disposed of a comparatively small amount of waste¹ at the Operating Industries, Inc. (“OII”) Site, and whose waste was not more toxic or hazardous than other site wastes. This class of potentially responsible parties is referred to as “*de minimis* waste generators.” The U.S. EPA views your company as a waste generator because it, or one of its predecessors, is identified on one or more waste manifests as the generator of wastes disposed of at the OII Site. Copies of the manifests identifying your company are enclosed. The U.S. EPA believes that your company qualifies for the special settlement opportunities open only to *de minimis* parties based on (i) the quantity of waste it disposed of at the OII Site and (ii) the probability that it did not dispose of any hazardous substances which are more toxic or hazardous than those already identified at the OII Site. The Superfund liability of waste generators generally, and the special *de minimis* settlement opportunities allowed by the Superfund law, are discussed below.

Legal Background

1. Superfund Law

Under the Superfund law, formally known as the Comprehensive Environmental Response, Compensation, and Liability Act, or “CERCLA,” parties who may be responsible for the waste at Superfund sites are referred to as “potentially responsible parties” or “PRPs.” PRPs include individuals, businesses, governmental agencies, and other types of organizations. You may be a PRP if you are: 1) a current owner or operator at the OII Site; 2) the former owner or operator of the OII Site during the period of waste disposal; 3) a party that arranged for the treatment, disposal, or transportation of hazardous substances² to the OII Site (referred to as “generators”); or 4) a party that selected the OII Site as a place to dispose of hazardous substances and who transported these substances to the OII Site (referred to as “transporters”). PRPs are obligated to finance or undertake certain actions that the U.S. EPA determines are necessary to protect public health, public welfare, or the environment. PRPs also are responsible for government costs incurred in response to any release or threatened release of a hazardous substance at a Superfund site. These costs are collectively referred to as “response costs.” Government response costs can include expenditures for investigation, planning, site cleanup, and enforcement.

1 This settlement is being offered to “low volume” *de minimis* parties who contributed less than 110,000 gallons of waste.

2 The CERCLA statute, 42 U.S.C. § 9601, *et seq.*, defines the term “hazardous substance.” Hazardous substances include a wide variety of materials, some of which are very common. For example, bleach and many other cleaning agents are hazardous substances. Certain solvents, lubricating agents, metals, pesticides, and other chemicals can also be hazardous substances, as can highly acidic or low pH materials and materials that are very corrosive or explosive. Pure petroleum products are generally excluded from the definition of hazardous substances, but petroleum substances contaminated with hazardous substances (such as waste oils) are considered hazardous substances. Many different hazardous substances were disposed of at the Operating Industries, Inc. Site.

The Superfund law authorizes the U.S. EPA to require potentially responsible parties to perform remedial work at Superfund sites. It also entitles the United States, and the State of California, to sue potentially responsible parties to recover the costs they have expended at the Site. In addition to these government enforcement authorities, the Superfund law allows potentially responsible parties who have contributed work or funds to help clean up a Superfund site to bring private lawsuits against other potentially responsible parties for contribution.

2. Special *De Minimis* Settlement Opportunities

The Superfund law provides for special treatment of *de minimis* parties who choose to settle their liability with the U.S. EPA. Under Superfund, *de minimis* parties are allowed to resolve their liability with greater finality than larger waste contributors. Compared to settlements with larger waste generators, *de minimis* settlements provide broader protection to *de minimis* settlers from lawsuits brought by other potentially responsible parties (called “Contribution Protection”), as well as more comprehensive promises from the United States not to issue orders or sue your company regarding the Site (called “Covenants not to Sue”). Settlements with *de minimis* parties can take the form of simplified, voluntary administrative settlements called an Administrative Settlement Agreement and Order on Consent (“Settlement Agreement”). Your company can participate in a *de minimis* settlement by paying its fair share toward the costs of cleaning up the OII Site.

Overview of the OII Site *De Minimis* Settlement

The U.S. EPA is now providing your company with an opportunity to resolve its liability for the OII Site under Superfund. The proposed settlement has been intentionally structured to encourage your company’s participation by providing advantageous settlement terms, including comparatively low settlement payments. An explanation of how the U.S. EPA set the settlement payment for your company is provided later in this memorandum.

The settlement will take the form of an Administrative Settlement Agreement and Order on Consent. A copy of the proposed Settlement Agreement is enclosed. The settlement allows your company to choose the level of protection it wishes to obtain from contribution actions by other potentially responsible parties or governmental enforcement actions regarding presently unknown site conditions. Your company may obtain a five percent (5%) settlement payment reduction by participating in an expedited settlement. If your company cannot pay the full settlement amount required without severe financial hardship, it may submit an Application for Parties with Limited Financial Abilities to the U.S. EPA. Your company also may submit an Application for Parties Seeking Volume Review if it believes that there is an error in its total volume assessment. These options are discussed in detail later in this memorandum.

Your company’s executed Consent and Authorization signature page, together with any of the optional applications described in this memorandum, must be submitted in time to be received by the U.S. EPA **no later than 5:00 p.m. on Friday, May 7, 2010**. No duplicates or copies sent by facsimile will be accepted. Please send your company’s original signature page to:

Keith Olinger (SFD-7-5)
Enforcement Officer
U.S. Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, California 94105-3901

Do not send payments at this time. Settlement payments are due within thirty (30) days after the U.S. EPA notifies your company that the effective date of the Settlement Agreement has occurred. The settlement process after signature pages are received is discussed in detail later in this memorandum.

1. Qualifying for the *De Minimis* Settlement

This settlement offer is available only to parties who qualify as *de minimis* waste generators. The Superfund law limits *de minimis* waste generator status to parties that contributed comparatively small quantities of wastes which are of comparatively minimal toxic or hazardous effect. In order to ensure that your company meets the requirements for joining the *de minimis* settlement, your company must make certain certifications as part of the Settlement Agreement. The signature of your company's authorized representative constitutes its certification that it contributed less than the *de minimis* threshold of wastes; that it did not contribute any hazardous substances more toxic than those the U.S. EPA has already identified as having been disposed of at the OII Site;³ and that it has cooperated with the U.S. EPA's efforts. Please see the proposed Settlement Agreement to review the exact terms of the certification.

2. The Cost to Join this Settlement

The enclosure entitled "Settlement Cost Summary" shows the amount your company is required to pay to join this settlement. The cost to your company to join in this settlement reflects its share of the total cost of cleaning up the OII Site. Response costs for completed site activities exceed \$406 million, and projected future response costs are expected to exceed \$300 million, resulting in a total of over \$706 million for overall response costs (see Enclosure - OII Total Site Remediation Costs as of 9/30/2008).

Your company's share of the total response costs is based on the amount of waste it contributed to the OII Site, as a portion of the total volume of manifested waste that was disposed of at the Site. Copies of the waste manifests the U.S. EPA attributes to your company are enclosed, together with a summary (entitled "Manifest Summary Report") listing the

³ If your company sent hazardous substances to the OII Site which are more toxic than those found at the Site, it should use the enclosed application entitled "Application for Parties Who Disposed of Additional Contaminants." The list of hazardous substances found at the OII Site is contained as an Attachment to the proposed Settlement Agreement. The U.S. EPA will determine, after reviewing the application, if your company or organization still qualifies as a *de minimis* party.

manifests and the total volume of waste attributed to your company. The memorandum entitled “Manifest and Volume Database Information” explains how the U.S. EPA calculated the total volume of manifested waste attributed to your company, as well as the total volume of manifested waste disposed of at the Site.

The cost per gallon to join this settlement is the total of two components: a base payment and a premium. The premium is to account for uncertainties in projected future response costs. The base payment was determined by dividing the total past costs⁴ by the total volume of manifested waste attributable to viable parties. The premium was set at different rates for the two different settlement tier options.⁵ For Tier I, which provides the broader settlement protections allowed to *de minimis* parties, the premium applied to projected future costs was set at 100%, in accordance with the U.S. EPA’s national policy for *de minimis* settlements. For Tier II, which provides settlement terms more like those used in settlements with larger waste generators, the premium applied to projected future costs was set at 70%, in keeping with the premiums assessed larger waste generators in previous OII Site settlements. Combining the base payment and the premium payment, the cost per gallon to join this settlement is \$3.53 per gallon of waste disposed for parties selecting Tier I, and \$3.19 per gallon for parties selecting Tier II (see Enclosure - 2010 De Minimis Settlement Offer).

The Settlement Cost Summary shows the amount you or your company is required to pay under Tier I or Tier II, calculated by multiplying your company’s total waste volume by the cost per gallon for each tier. If you or your company were provided an opportunity to settle for your waste in 1998, you may be receiving the 1998 offer terms as reflected on your Settlement Cost Summary. In addition, if you or your company has reached a settlement and made payment to the OII Steering Committee⁶, your total payment will be adjusted to reflect that payment.

Finally, the Settlement Cost Summary shows the savings to your company under each tier if it joins the expedited settlement (a discount of five percent (5%)). The next section of this memorandum discusses the two settlement tier options as well as the opportunity to participate in the expedited settlement.

Overview of the Settlement Options

The U.S. EPA is providing your company with several settlement options. Your company can choose between the more comprehensive settlement terms allowed to *de minimis* parties under Superfund (Tier I) or, for an increased risk of future liability but a lower settlement cost, settlement terms more like those offered to larger waste generators (Tier II). Your

⁴ The total past costs equals the response costs for the OII Site after subtracting the value of settlements that have been or are expected to be reached with potentially responsible parties who did not contribute manifested waste (such as the Site’s owners and operators, and the municipalities who sent household and other trash to the Site).

⁵ The settlement options are described in detail later in this memorandum.

⁶ The OII Steering Committee consists of a group of larger waste contributors (referred to as “major” waste generators).

company can also choose to participate in an expedited settlement to qualify for a five percent (5%) settlement payment discount. These options are discussed below.

1. Tier I & Tier II Settlement Options

Your company has a choice of two settlement tiers; it must choose either Tier I or Tier II to join the settlement. The difference between the two tiers relates to the Settlement Agreement's "Covenants Not To Sue" provisions, which primarily address the United States' and the State of California's promises not to issue orders or sue your company regarding the Site, and the "Contribution Protection" pursuant to sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), respectively. Contribution protection provides a settling party with protection from being sued in a contribution action by other responsible parties for the specific matters addressed in the settlement. The protection from contribution suits for *de minimis* settlors is based on Sections 113(f)(2) and 122(g)(5) of the CERCLA law, which provide that a person "who has resolved its liability to the United States" in an administrative or judicially approved settlement "shall not be liable for claims for contribution regarding matters addressed in the settlement." This protection against contribution claims, however, may not extend to claims by third parties that have incurred their own response costs and seek to recover them under Section 107(a)(4)(B). See United States v. Atlantic Research Corporation, 127 S.Ct. 2331, 168 L.Ed. 2d 28 (June 11, 2007) (in certain situations, a liable party who has incurred cleanup costs at a site can sue other liable parties under CERCLA Section 107(a)(4)(B)).

Under the Superfund law, most potentially responsible parties cannot obtain Covenants Not To Sue, nor Contribution Protection, regarding what is referred to as "unknown conditions." Unknown conditions are conditions that could undermine the selected remedy's ability to adequately protect human health and the environment, but that are not known to the U.S. EPA.⁷ If the U.S. EPA discovers an unknown condition, and if that condition causes the Agency to change the selected remedy in order to protect human health and the environment, the U.S. EPA can generally go back to settling parties and obtain additional funds or require them to perform the work needed to implement the changes to the selected remedy. The Superfund law allows the U.S. EPA to provide *de minimis* parties with a special dispensation regarding unknown conditions. Under Superfund, *de minimis* parties can settle their liability for unknown conditions; in other words, if the U.S. EPA were to learn about an unknown condition, *de minimis* parties who had settled for unknown conditions would avoid having to contribute to the increased cost of changes to the remedial action.

The U.S. EPA has decided to allow *de minimis* parties who join this settlement to decide for themselves whether they would prefer more comprehensive settlement terms or a reduced settlement payment cost. Your company should select the **Tier I** option if it would like to eliminate the risk that it might have to pay for unknown conditions by settling for them now. Your company should select the **Tier II** option if it would prefer to reduce its immediate settlement costs and be treated more like larger waste generators, who are exposed to the risk

⁷ The terms of the Settlement Agreement provide further information about what constitutes an "unknown condition."

that they might have to perform the work or contribute toward the cost to implement any changes in the selected remedy resulting from unknown conditions. The U.S. EPA strongly encourages you to review the terms of the Settlement Agreement before selecting the preferred settlement tier.

2. Expedited Settlement Discount

As an incentive to join the expedited settlement, the U.S. EPA is offering your company a **five percent (5%) discount** to its costs to join this settlement if it settles immediately. Your company can select either the Tier I or the Tier II settlement option and still take advantage of the settlement payment discount. The cost to your company to settle with the five percent (5%) discount is provided for both the Tier I and the Tier II options on the enclosed Settlement Cost Summary. Your company will automatically receive the discount if the U.S. EPA receives its Consent and Authorization signature page **no later than Friday, May 7, 2010**. If your company submits a volume challenge or claims an inability to pay, please review the following information regarding whether the 5% discount will be provided.

3. Review for Parties Claiming Limited Financial Abilities

Parties who wish to join this settlement, but who cannot make a single lump sum settlement payment without jeopardizing their ability to conduct their business or maintain their basic living expenses, may ask the U.S. EPA to review their financial condition to determine whether they qualify for a reduced settlement cost. Applicants must follow all of the instructions, use the forms provided, and supply all of the required detailed financial information (including tax returns) specified in the enclosed memorandum entitled “Instructions & Application for Parties with Limited Financial Abilities,” or the U.S. EPA will not be able to conduct the requested review. Parties requesting a review of their limited financial abilities must ensure that their executed Consent & Authorization signature page for this settlement, the completed application, and supporting information are received by the U.S. EPA **no later than Friday, May 7, 2010**.

The U.S. EPA will review the information provided and may require additional financial information before deciding whether a party qualifies for reduced payments due to limited financial abilities. Only those parties who submit complete and timely applications, and who are subsequently informed by the U.S. EPA that they qualify, may participate in a *de minimis* settlement for the OII Site with a reduced payment specified by the U.S. EPA in light of their financial condition. Parties who submit applications for a review of their limited financial abilities but do not qualify for reduced payments will be given the opportunity to participate by making the full settlement payment with the 5% discount. In either event, parties who submit an Application for Parties with Limited Financial Abilities will have the opportunity to withdraw their signature pages within fourteen (14) days of receiving notification from the U.S. EPA regarding a decision on their application. Further information about the review process for parties with limited financial abilities is provided in the enclosed memorandum entitled “Instructions & Application for Parties with Limited Financial Abilities.”

4. Volume Review

Parties who agree in principle to join this settlement, but who in good faith believe that there is a significant error in the total waste volume assessed to them, may apply to the U.S. EPA for a volume review. **The volume review process will consider only issues regarding the volume of waste disposed of at the OII Site; it will not address arguments regarding the content or hazardous nature of the waste.** Applicants must follow all of the instructions, use the forms provided, and supply all of the required manifest copies specified in the enclosed memorandum entitled “Instructions & Application for Parties Seeking Volume Review,” or the U.S. EPA will not be able to conduct the requested review. Parties seeking volume review must ensure that their executed Consent & Authorization signature page, a completed application, and supporting information are received by the U.S. EPA **no later than Friday, May 7, 2010.**

The U.S. EPA will review the information provided in timely and complete applications, and may require additional supporting information before deciding whether a volume assessment was erroneous. Parties who are subsequently informed by the U.S. EPA that their volume assessment was incorrect will be allowed to settle by making a revised payment specified by the U.S. EPA and these companies will be eligible for the 5% settlement discount. Parties who submit volume review applications but are not granted reduced volumes will be allowed to participate by making the full settlement payment, but these parties will not be given the 5% settlement discount. In either event, parties who submit volume review applications will have the opportunity to withdraw their signature pages within fourteen (14) days after they receive notification of the U.S. EPA’s volume review decision. Further information about the volume review process is provided in the enclosed memorandum entitled “Instructions & Application for Parties Seeking Volume Review.”

The De Minimis Settlement Process

Once the U.S. EPA receives the Consent & Authorization signature pages, it will proceed to finalize the settlement process with parties who participate in the expedited settlement and who did not submit any review applications. Many of the parties who submit financial hardship review and/or volume review applications will participate in a later settlement because EPA will need time to review these applications. The expedited settlement and subsequent settlements will follow the same process, which is described below.

The U.S. EPA’s first step in the settlement process after compiling the Consent & Authorization signature pages is to publish a notice in the Federal Register regarding the proposed settlement, initiating a public comment period. The U.S. EPA will accept comments on the terms of the Settlement Agreement during a thirty (30)-day comment period. Under the Resource Conservation and Recovery Act (RCRA) statute, the U.S. EPA is required to hold a public meeting on the settlement if, during the public comment period, it receives a request for such a meeting. The U.S. EPA will then evaluate any issues raised by the comments received during the comment period.

Unless the U.S. EPA modifies or withdraws its consent to the settlement due to issues raised by public comments, or the U.S. EPA fails to obtain the approval of the settlement from the U.S. Attorney General, the U.S. EPA will send a notice of settlement entry letter to all of the settling parties informing them that (i) the public comment period has closed, (ii) the comments the U.S. EPA received, if any, do not require modification or withdrawal of the settlement, and (iii) the U.S. Attorney General has approved the settlement. The notice of settlement entry letter will also include instructions for making the payments required by the settlement, which will be due thirty (30) days from the receipt of the letter. The date that the U.S. EPA issues the notice of settlement entry letter will be the effective date of the Settlement Agreement. The benefits of the settlement to each company will be effective upon receipt of its settlement payment.

How to Obtain More Information about this Settlement

The U.S. EPA is providing several ways for your company to obtain more information about this settlement opportunity. Your company may visit web pages for the OII Site *de minimis* settlement and for more general information about the OII Site. It may review documents related to the OII Site at any of the three document repositories in the Los Angeles area, or at the Superfund Records Center in San Francisco. Your company also may contact the U.S. EPA by calling a special toll-free number or sending an e-mail to an address reserved for *de minimis* settlement inquiries. Potentially responsible parties also are invited to attend a special informational meeting regarding the proposed *de minimis* settlement. Each of these information sources is described below.

OII Site Web Page. The U.S. EPA Region IX website contains a web page with information about the OII Site. The web page includes general descriptions of the OII Site, as well as downloadable documents, photographs, and other information. It may be found at:

<http://www.epa.gov/region09/operatingindustries>

Document Repositories. The U.S. EPA has placed copies of many site-related documents, including general and technical documents, at three document repositories in the Los Angeles area. These repositories are:

Bruggemeyer Memorial Library 318 South Ramona Avenue Monterey Park, CA 91754 (626) 307-1366
Montebello Regional Library 1550 West Beverly Boulevard Montebello, CA 90640 (323) 722-6551

Of these repositories, the Bruggemeyer Memorial Library maintains the most complete set of records on the OII Site (most of which are on microfilm). The U.S. EPA's Superfund Records Center in San Francisco also maintains documents related to the OII Site. If you wish to view

documents at the Superfund Records Center, please call (415) 536-2000 in advance to ensure that the documents are retrieved in time for your visit.

Special Information Line & E-Mail Address. If you have any questions about the *de minimis* settlement, or if you want to hear updated information about the settlement process, we encourage you to call the special information line for the OII Site *de minimis* settlement. The telephone number is **(800) 394-0495**.

We have also set up a special e-mail address for your inquiries. Please briefly describe the nature of your question in the subject line of any e-mail you send to this address, to help the U.S. EPA direct it to the most appropriate person for a prompt response. Please direct e-mail inquiries to the following address: **oii_de_minimis@epa.gov**.

The U.S. EPA may not be able to respond to your telephone or e-mail inquiries immediately, but it will make every effort to respond quickly.

Informational Meeting. The U.S. EPA is offering *de minimis* parties the opportunity to attend an informational meeting to learn more about the OII Site and to ask any questions they may have about this *de minimis* settlement. The meeting will be held on **April 22, 2010**, from 6:00 p.m. to 9:00 p.m., at the **Westin Los Angeles Airport Hotel**, located in Los Angeles, California. Your company is welcome to send a representative to the meeting; however, attendance is voluntary, and parties wishing to minimize their transaction costs need not attend.

The Steering Committee of Larger Waste Generators. Your company also may wish to contact the OII Steering Committee of larger waste contributors (referred to as “major” waste generators) for their views on the OII Site and its progress. Please direct any questions you may have for the OII Steering Committee to Mr. David A. Giannotti of David A. Giannotti, P.C. (<http://www.davidagiannotti.com/>), at **(805) 695-8463 or (310) 385-1318**.

Operating Industries, Inc.

Certification Statement for Ability to Pay Information

SKF USA, Inc.

I am the authorized agent for the below-designated entity or individual. I have personally examined and am familiar with the information submitted in this application and all of its attachments. I certify under penalty of perjury that, to the best of my knowledge and belief, and based on reasonable investigation, the submitted information is true, accurate and complete. On behalf of the below-designated entity or individual, I acknowledge a continuous and ongoing obligation to update EPA should any additional information relevant to this application become available, including but not limited to any material changes to the entity or individual's financial condition, prior to final execution of the settlement agreement. I also understand that knowingly making a false statement in this application or its attachments, or withholding or intentionally omitting material information, may be grounds for EPA to deny my claim of an inability to fully pay the costs in question, and may also subject me to significant criminal, civil, or administrative penalties, including the possibility of fine and imprisonment.

DATE

SKF USA, Inc.
SETTLING PARTY

SIGNATURE OF AUTHORIZED AGENT

PRINTED NAME OF AUTHORIZED AGENT

TITLE OF AUTHORIZED AGENT

PRIMARY CONTACT DESIGNATION FORM
SKF USA, Inc.
for
Korody - Coyer Corp.

**PLEASE COMPLETE AND RETURN THIS FORM WITHIN
TEN CALENDAR DAYS OF RECEIPT**

Unless otherwise indicated, please complete this form by printing or typing the requested information. If any of the information provided on this form changes after submission of the form including, but not limited to, changes in corporate relationships, please notify EPA at the address listed below as soon as possible. Please note that the phrase "your company" has the same meaning as in the cover letter. Thank you for your cooperation.

1. **Please provide the following information** for the one person who will be the above-named company or organization's contact for all future communications (including correspondence, informational mailings, etc.) from the U.S. EPA regarding the Operating Industries, Inc. Superfund site (AOII Site@), including the OII Site=s settlement process. Your company may designate a legal or other representative as the primary contact. Please enter "N/A" if the requested information is not applicable to your company. You must provide a street address, not a P.O. Box.

Company/Organization Name:
(if different from above):

Name of Designated Contact :

Contact's Title:

Law/Consulting Firm Name:

Street Address:

City, State & Zip:

Telephone Number:

Fax Number:

Company/Organization Web-site
Address:

E-Mail Address:

2. **Printed Name and Signature of Person Completing This Form**

Printed Name

Title

Company/Organization

Signature

Date:

3. **Please use the enclosed pre-addressed and postage-paid envelope to return this form to:**

Keith Olinger
Enforcement Officer, Operating Industries, Inc.
Mail Code SFD-7-5, U.S. Environmental Protection Agency
75 Hawthorne St., San Francisco, CA 94105

List of Parties Receiving this Offer (March 17, 2010)

De Minimis Liable Parties	Volume (gl)
4-Star Catering, Inc.	8,736
A. H. and S. Construction Corporation	12,600
Aaron Auto Parts	4,200
ABF Freight System, Inc.	66,610
Afshin Corporation, Inc.	19,950
Agrex, Inc.	14,700
Agri-Chemical & Supply, Inc.	4,200
Air-Harbor Machine Co., Inc.	29,310
AKZO Nobel Inc.	4,235
Al Asher & Sons Inc.	5,220
Al Larson Boat Shop	22,680
Albertson's, Inc.	23,840
Alcan Packaging Food and Tobacco Inc.	15,940
Alco Auto Products	5,100
Alex J. Fotinakes	4,200
Alhambra Car Wash	68,680
Alhambra Valley Properties	7,106
Alladin Plastics, Inc.	4,200
Allan Aircraft Supply Co.	10,870
Allegiance Corporation	9,120
Allen Kane Chevrolet, Inc.	4,200
Allen Telecom, Inc.	11,340
Allied Granite Co., Inc.	64,722
Allied Waste Systems, Inc.	9,880
Alloys Cleaning, Inc.	15,120
All-Star Coatings, Inc.	29,570
Al's Auto Spa	13,020
Ambassador Car Wash	16,800
Amcor Packaging Products, Inc.	5,460
American Building Maintenance Company	4,200
American Caisson, Inc.	4,500
American Marble & Onyx Company, Inc.	49,120
American Security Resources Corporation	6,300
Ametek, Inc.	65,710
Andon Oil & Gas	67,200
Angelica Corporation	25,142
AOL Time Warner, Inc.	35,700
Apollo Management Corporation	16,800
Aramark Uniform & Career Apparel, LLC	4,200
Architectural Pottery	7,770
Arrow Electronics, Inc.	10,080
Arrowhead Drinking Water Co.	75,580
Arroyo Car Wash Corporation	18,270
Associated Plating Co.	22,260
AstraZeneca Pharmaceuticals LP	5,260
Astro Pak Corporation	5,730

List of Parties Receiving this Offer (March 17, 2010)

De Minimis Liable Parties	Volume (gl)
AT&T Teleholdings, Inc.	13,650
Atlantic Oil Company	42,000
Atlas Coverall, Inc.	69,420
Authentic Specialty Foods, Inc., d/b/a La Victoria Foods	24,150
Avalon Glass & Mirror Co.	23,290
Avery Dennison Corporation	16,800
Aviall, Inc.	63,420
Axis Petroleum Company	14,700
Azizco, Inc.	14,400
Baker Hughes Incorporated	6,300
Baker Hughes Oilfield Operations, Inc.	274,225
Baker Tanks, Inc.	71,400
Balboa Car Washes Inc.	25,200
Baron Aircraft Refinishers	48,668
Barr, Inc.	4,200
Barry Sandler Enterprises	18,312
Bay Cities Container Corporation	66,242
Beacon Bay Enterprises, Inc.	42,460
Beazer East, Inc.	27,510
Behr Process Corporation	4,200
Bel Air Car Wash, a General Partnership	6,780
Bell Industries, Inc.	8,530
Benjamin F. Glazer	8,000
Beren Corporation	93,660
Beverly Hills Car Wash	11,550
Beylik Drilling, Inc.	21,000
BFM Vacuum Metalizing, Inc.	5,040
Big Penny Car Wash General Partnership	13,860
Bill's Truck Repair, Inc.	5,250
Bimbo Bakeries USA, Inc.	16,170
BitrekPASub, Inc.	94,900
Bixby Knolls Car Wash	5,040
B-J Management, Inc.	8,230
Black Oxide Industries, Inc.	53,600
Block Oil Co.	43,050
Bob's Plating Corporation	50,640
Bodycote Thermal Processing, Inc.	93,630
Borden, Inc.	4,200
Boyle-Midway, Inc.	100,705
Bragg Investment Company, Inc.	20,270
Brassfield Enterprises, Ltd.	5,040
Brea Canon Oil Co., Inc.	25,200
Brea Olinda Unified School District	4,200
Brett's Incorporated	14,200
Bridgford Foods Corporation	23,660
Bristow Group Inc.	8,400

List of Parties Receiving this Offer (March 17, 2010)

De Minimis Liable Parties	Volume (gl)
BriteWay Laundry	5,850
Brunswick Corporation	46,935
Budget Rent A Car of Southern California	41,250
Bull's Truck Wash	51,910
Burmar Metal Finishing Corp.	14,950
C. Costamagna & Son, Inc.	25,200
C. E. Encell Auto Parts Service, Inc.	6,300
C.C.A. Company	33,600
Cackle Fresh Egg Farms, Inc.	10,080
Cal-Chem Cleaning Co., Inc.	50,050
Califone International Inc.	5,470
California Amforge Corp.	6,930
California Car Wash	59,430
California Custom Shapes, Inc.	56,910
California Department of General Services	4,570
California Department of Transportation	19,110
California Steel and Tube, LLC	64,890
Calmet Services, Inc.	10,325
Cal-Western Paints	27,720
Cambric Mills Inc.	10,290
Camino Real Chevrolet	19,160
Cargill, Inc.	18,440
Cariker & Associates, Inc.	8,400
Carmel Hotel Enterprises, Inc.	4,200
Carmenita Ford Truck Sales, Inc.	4,830
Carrier Corporation	55,230
Carrier Service, Inc.	10,760
Carson Car Wash	30,240
Carson Denker Co.	13,860
Casa De Cadillac	42,820
Cast-Rite International, Inc.	5,670
Castrol Industrial North America, Inc.	9,930
Caterair International Corporation	16,170
Cater-Craft Foods, Inc.	5,460
CBC Industries, Inc.	24,256
CBS Operations Inc.	5,250
Century West Car Wash, Inc.	54,950
Century Wire Products Inc.	24,960
Cenveo Corporation	4,200
Ceramic Decorating Company, Inc.	4,200
Certance LLC	9,450
Certified Caterers Corp.	7,700
CFI Holding, Inc.	4,570
CFI Industries, Inc.	7,140
Challenge-Cook Bros. Incorporated	36,850
Charles E. Thomas Company, Inc.	25,200

List of Parties Receiving this Offer (March 17, 2010)

De Minimis Liable Parties	Volume (gl)
Chem Arrow Corporation International	4,200
CHHP, Inc.	4,200
Chromalloy Gas Turbine Corporation	18,060
Cintas Corporation	103,290
Cintas Corporation No. 3	114,130
Citrus Car Wash	8,000
City of Long Beach	69,090
City of Paramount	4,200
Clean Harbors, Inc.	36,616
Clear Channel Outdoor, Inc.	5,166
Cliveden, Inc.	4,200
Closetmaid Corporation	4,600
Coal Oil, Inc.	67,200
Coastal Drilling Company	46,200
Cohart Products, Inc.	28,300
Collins Food Service, Inc.	8,500
Columbine Associates	75,600
Community Recycling & Resource Recovery, Inc.	30,000
ConAgra Dairy Foods Company	13,230
Conexx Marketing Trading Corp.	8,400
ConocoPhillips Company	29,400
Conquistador	4,620
Consolidated Aluminum Corporation	48,090
Consolidated Disposal Service, Inc.	43,260
Consolidated International Automotive, Inc.	54,030
Consumers Oil Company	66,780
Continuous Coating Corporation	34,100
Cooper-Laclear, Inc.	63,420
Cordova Corporation	20,160
Cormier Chevrolet Company	92,200
Corradini Corporation	68,460
Crane Co.	83,790
Cree Oil Company	54,600
Crescenta Valley Water District	25,620
Crowley Marine Services, Inc.	26,460
Crown Disposal Company, Inc.	18,650
Cummins Engine Company, Inc.	54,470
Cunico Corporation	11,550
Cushman & Wakefield, Inc.	4,200
Custom Car Wash, Inc.	6,720
Cyclone Excelsweld Company	14,700
Dal-Tile International, Inc.	13,440
Dan B. Robinett	13,650
Dart Transportation Service	16,140
Davis Investment, LLC	23,100
De Luxe Corporation	10,060

List of Parties Receiving this Offer (March 17, 2010)

De Minimis Liable Parties	Volume (gl)
Del Monte Corporation	64,050
Dennis W. Jackson	4,940
Deon Ceramics	10,720
Devilbiss Air Power Company	21,420
Devon SFS Operating, Inc.	50,400
Dexter 1994 Corp.	40,400
Di Giorgio Corporation	10,500
Dickies Industrial Services, Inc.	5,180
Dilo, Inc.	12,600
Dolores Canning Co. Inc.	10,500
Dominguez Properties	56,700
Don Keith Trucking	42,000
Doranne of California, L.P.	12,180
Dowell Schlumberger, Inc.	4,200
Downey Car Wash	13,860
Downey Glass Co. Incorporated	64,740
Dresser Industries, Inc.	98,130
Dyanco, Inc.	23,410
E. Kazan Company	19,740
Econolite Control Products, Inc.	4,200
Ed Anglemeyer & Sons, Inc.	9,660
Ed Butts Ford, Inc.	4,200
EDCO Disposal Corporation	4,200
Edmund A. Gray Co.	65,680
El Dorado Car Wash	31,080
El Monte Plastics, Inc.	4,560
El Paso Corporation	11,340
Elixir Industries	43,206
Elro Manufacturing Company	67,620
Emerson Electric Co.	21,948
Encino Center Car Wash, Inc.	26,550
Engine Rebuilding Center	9,680
EPEC Polymers, Inc.	13,300
Essex Chemical Corp.	5,800
Evans Hydro, Inc.	4,200
Evans Tank Line, Inc.	12,894
Evr-Gard Coatings Company	52,920
Exxon Mobil Corporation	33,600
Farmer Bros. Co.	10,552
Faschings Car Wash	11,760
First Baptist Church of Los Angeles	4,200
Flo Kem Products	57,780
Food 4 Less of Southern California, Inc.	16,170
Foothill Car Wash	14,870
Forbco Management Corporation	5,250
Forster Oil Company	4,200

List of Parties Receiving this Offer (March 17, 2010)

De Minimis Liable Parties	Volume (gl)
Fred's Car Wash	6,370
Freeport-McMoran Corporation	76,270
FVC, Inc.	15,540
Galaxy Car Wash	8,000
Galleria Car Wash	4,200
Gannett Flagstaff Broadcasting, Inc.	27,980
Gasket Manufacturing Co.	7,980
GCG Corporation	9,492
General Steamship International, Ltd.	21,000
Genuine Parts Co.	7,510
Geo Drilling Fluids, Inc.	5,040
George Fischer Sloane Inc.	7,500
George J. Peckham Jr.	12,600
George Weston Bakeries, Inc.	17,640
Gillespie Furniture Co.	4,400
Glen G. Grant	8,400
Glen Rock Car Wash	106,050
Glendale Adventist Medical Center	4,200
Glendale Car Wash	13,200
Glenmart Company, Inc.	4,200
GlobalSantaFe Corporation	16,800
Goodrich Corporation	21,840
Goulds Pumps, Inc.	15,750
Grand-Way Fabri-Graphics Inc.	4,620
Graner Oil Company	37,800
Grant Trading Company	83,790
Grayson Service, Inc.	4,200
Great Western Exhibit & Display Corp.	6,090
Green Motors	4,200
H H & W Oil Company	69,300
H.B. Fuller Company	67,620
H.W. Hull & Sons, Inc.	42,630
Hacienda Car Wash, Inc.	4,200
Hacienda Golf Club	4,620
Hamilton Materials, Inc.	20,580
Handy & Harman	12,730
Hanson Aggregates West, Inc.	4,200
Harbour Auto Spa	8,820
Harry & Sons Radiator Shop	4,200
Haskel Hall, Inc.	6,300
Hawthorne Blvd Car Wash	5,040
Heads, Inc.	9,240
Helium Leak Testing, Inc.	4,200
Hetzel Bros., Inc.	11,210
Hexcel Corporation	4,600
Hi Point Industries, LLC	34,180

List of Parties Receiving this Offer (March 17, 2010)

De Minimis Liable Parties	Volume (gl)
High Ridge Car Wash	5,250
Hillcrest Beverly Oil Corporation	21,420
Hiro's Transmission, Inc.	8,300
Hollingshead International, Inc.	9,870
Hollymont Car Wash	14,910
Home Furnishing Acquisition Corporation	23,730
Hood Corporation	14,700
Host Hotels & Resorts, Inc.	4,560
Howard Supply Company	14,280
Hugh J. Resins Company	4,200
Huntington Park Car Wash	5,040
I. Shan, Inc.	42,000
Ideal Radiator Company	70,560
IMO Industries, Inc.	43,240
Imperial Carcare Corp.	18,900
Industrial Design Laboratories, Inc.	4,200
International Paper Company	6,720
International Transportation Service, Inc.	5,040
ITT Industries, Inc.	113,980
J. C. Garet Inc.	12,390
J. Colavin & Son, Inc.	23,520
J. Hellman Inc.	5,000
Jacob Stern & Sons, Inc.	4,200
Jas. D. Easton, Inc.	4,200
Jasper "Skip" Rowland; Ralph "Chip" Carter; Skip Rowland Enterprises, Inc.	5,040
Jefferson Food Products Corporation	4,200
Jersey Gold Dairy	7,140
John M. Phillips Oil Field Equipment	5,250
John W. Potter, Inc.	4,620
Jones Car Wash	11,130
Jones Chevrolet, Inc.	24,570
Joslyn Manufacturing Company, LLC	16,400
June M. Waller, Inc.	8,770
K & J Chemical Co.	7,100
Kaiser Brothers	8,400
Kao Brands Company	8,400
Kellogg Brown & Root, Inc.	8,400
Ken's Rockview Dairy	5,880
Key Energy Services, Inc.	9,660
Kiwanisland	8,400
Koosed Enterprises, Inc.	18,900
Kraft Foods Global, Inc.	59,160
Kramer Metals, Inc.	4,200
Kruse and Son, Inc.	5,040
L & N Uniform Supply, LLC	5,620
L and R Auto Parks, Inc.	13,230

List of Parties Receiving this Offer (March 17, 2010)

De Minimis Liable Parties	Volume (gl)
La Cienega Associates	4,200
La Cienega Car Wash	31,750
La France Corporation	9,170
La Gloria Foods Corporation	24,180
La Palma Car Wash	22,680
Laguna Clay Company	13,480
Laidlaw Transit, Inc.	32,330
Lakeside Car Wash	16,960
Lankershim Car Wash	4,200
Latshaw Enterprises, Inc.	15,750
Lau Industries, Inc.	6,720
LEC Automotive, Inc.	10,080
Lee Pharmaceuticals	23,100
Lee-Wood Motors, Inc.	4,200
LeFiell Manufacturing Company	43,050
Lennox Car Wash	10,500
Lightolier, Inc.	22,890
Lightron Corporation	31,480
Lincoln-Knott Car Wash Ltd.	11,950
Lonesome Dove Petroleum Co.	4,200
Long Beach Shavings Company, Inc.	6,300
Los Angeles Car Wash Corp.	5,040
Los Angeles County & USC Medical Center	5,040
Los Angeles County Department of Public Works	61,350
Los Angeles Department of Health Services	4,200
Los Angeles Rubber Company	8,190
Los Feliz Car Wash	14,200
Louisiana-Pacific Corporation	4,200
Lucas Western LLC	67,495
Lynco Grinding Company, Inc.	5,460
M & R Industries, Inc.	4,200
M & R Machine, Inc.	5,760
M.C. Nottingham Co. of So. Cal.	10,473
M.E. Canfield Company	11,760
M.K. Diamond	11,004
Mac's Radiator Service	5,250
Madrona Carwash	7,140
Maid Rite Catering Service, Inc.	8,010
Maintex, Inc.	25,580
Majestic Car Wash	20,700
Manufacturers Service, Inc.	8,160
Maran-Wurzell Glass & Mirror Co.	15,120
Marco Manufacturing, Inc.	9,240
Margus Auto Electric Exchange, Inc.	18,230
Marlex Oil & Refining, Inc.	84,408
Martinez Truck Stop, Inc.	10,320

List of Parties Receiving this Offer (March 17, 2010)

De Minimis Liable Parties	Volume (gl)
Maruichi American Corp.	6,930
Marwil, Inc.	30,156
Maryatt Industries	25,850
Master Products Manufacturing Company, Inc.	44,420
Master Protection Corporation	6,640
Mastercare Garment & Uniform Service Corporation	66,990
Matson Terminals, Inc.	4,200
McAlmond Oil Company, Inc.	8,400
McDonnell Douglas Corporation	4,200
McGregor II, LLC	17,640
McKesson Corporation	56,070
Melrose Car Wash	6,600
Memory Products Corp.	5,300
Menardi Southern	7,500
Mercedes-Benz Hollywood, Inc.	4,510
Merit Steamship Agency, Inc.	5,040
Metal Improvement Co., Inc.	6,968
Metro Grinding and Threadrolling, Inc.	4,200
Midway Drilling & Pump Company	34,440
Mifran-Boman Corp.	12,350
Milo P. Webb Company, Inc.	10,500
Mission Car Wash	7,360
Mission Linen Supply	43,980
Montebello Car Wash, Inc.	4,600
Montebello Container Corporation	30,240
Mortell Company	20,491
Morton International, Inc.	27,930
MPC Industrial Products, Inc., d/b/a MPC Industries	4,200
Mr. Marv's Car Wash	50,834
Murcole, Inc.	9,620
N.C. Systems, Inc.	4,200
Nadell & Co. Inc.	4,200
National Aeronautics and Space Administration	9,400
National Plant Services, Inc.	5,700
National Service Industries, Inc.	16,212
New Bristol Farms, Inc.	4,200
Newbasis West, L.L.C.	20,404
Nick's Auto Sales	8,400
Nielsen Freight Lines	28,200
Nippon Miniature Bearing Corp.	7,200
North Hills Car Wash Company	52,080
Northrop Grumman Guidance and Electronics Company, Inc.	9,780
Northstar Aerospace (USA), Inc.	10,400
NWMW, Inc.	7,635
O.H.L. Incorporated	41,400
O'Donnell Oil Company	66,570

List of Parties Receiving this Offer (March 17, 2010)

De Minimis Liable Parties	Volume (gl)
Oil Well Service Company	5,040
Old English Cleaners	4,200
Olin Corporation	4,730
Oltmans Construction Co.	8,400
Olympic Car Wash	4,200
Olympic Plating & Polishing, Inc.	5,450
Omark Industries, Inc.	29,400
Optical Coating Laboratory, Inc.	4,500
Orange Coast Car Wash	12,180
Orange County Water District	5,040
Orkin, Inc., d/b/a Thrifty Oil	6,380
Osterbauer Compressor Service	15,540
Ott's Vacuum Truck Service	8,400
P & C Terrazzo Construction Co.	17,640
PACCAR, Inc.	101,640
Pacific Coast Drum Company	39,951
Pacific Towboat & Salvage Co.	12,600
Packaging Advantage Corporation	7,000
Pactiv Corporation	11,840
Pagengruppen AB	7,560
Palisades Gas and Wash, Inc.	4,200
Palmcrest North Convalescent Hospital	11,760
Pan Western Petroleum Company	71,400
Paramount Interests, Inc.	31,500
Paramount Plating Corporation	30,450
Pasadena Unified School District	8,640
Pat and Sons Poultry, Inc.	6,720
Paulson Motors, Inc.	7,434
PCC Technical Industries, Inc.	55,297
Pemaco Metal Processing Corp.	4,700
Pennzoil-Quaker State Company	9,870
Penske Truck Leasing Co., L.P.	30,470
Pentrate Metal Processing	10,720
Petrolane Incorporated	40,950
Petrominerals Corporation	4,200
Pioneer Natural Resources Company	12,600
Plumrose USA, Inc.	61,110
Pool Well Services Co.	7,770
Porcelain Metals Corporation	82,520
Port of Long Beach, Long Beach Harbor Department	8,300
Precision Automotive Products, Inc.	62,286
Precision Elevator Corporation	4,200
Preco, Inc.	64,900
Presbyterian Intercommunity Hospital, Inc.	7,420
Prescolite Inc.	10,020
Pro-Line Corp.	4,200

List of Parties Receiving this Offer (March 17, 2010)

De Minimis Liable Parties	Volume (gl)
Pullman Power, LLC	4,620
Puritan-Bennett Corporation	15,750
Purkey Co., Inc.	24,360
Queensway Development Corporation	9,740
Quemetco Inc.	45,700
R & E Plating, Inc.	13,410
R. C. H. Supply Co., Inc.	6,930
R. H. S. Carpet Mill, Inc.	19,680
R. R. Kellogg, Inc.	10,290
R.E.M. Concepts, Inc.	34,070
R.R. Donnelley & Sons Co.	28,376
Radiator Hospital	4,570
Ralphs Grocery Company	48,040
Rangers Die Casting Co.	8,736
Rathon Corp.	46,975
Raymark Formed Products Company	7,560
Ray's Car Wash	6,470
Raytheon Company	4,200
RCG Electronics Corp., d/b/a Washington Caterers, Inc.	22,974
Red's Catering Co.	9,680
Reliance Electric Industrial Company	8,400
Rich Steel Pickling Co.	24,360
Richard Young & Associates	7,350
Richardson Equipment Rentals Inc.	6,930
Ringsby Truck Lines, Inc.	25,890
Riviera Rolls Royce	13,356
Robert A. Smith, Inc.	10,080
Robert Manufacturing Company	12,390
Robert Ruehman, Inc.	4,200
Rockview Dairies, Inc.	23,940
Rockview Dairy Car Wash	9,660
Ronald Moran Cadillac, Incorporated	9,780
Rousselot, Inc.	6,340
Royal Car Wash	39,480
Royalweve Carpet Mills, Inc.	99,270
Rubbercraft Corporation of California, Ltd.	29,190
Ryder System, Inc.	42,300
San Gabriel Valley Water Company	4,200
San Pedro Car Wash	26,124
Sanitation Districts of Los Angeles County	5,460
Sanitek Products, Inc.	5,460
Santa Fe Braun Inc.	12,410
Santa Fe Car Wash	7,560
Santa Monica Municipal Bus Lines	28,210
Schwan's Global Supply Chain, Inc.	4,500
Scope Products, Inc.	4,200

List of Parties Receiving this Offer (March 17, 2010)

De Minimis Liable Parties	Volume (gl)
Scott Technologies, Inc.	19,670
Seattle Systems, Inc.	11,890
Service Motor Parts Company	4,750
SFE Technologies	12,600
Shasta Pan Oil Company	52,500
Shelmac Corporation	25,410
Shepherd Financial Services, LLC	14,280
Shultz Steel Company	26,840
Shuttle Bus Leasing	4,200
Siemens Water Technologies Corp.	21,210
Signal Hill Terminal Corp.	17,766
Sika Corporation	12,400
SKF USA, Inc.	37,698
Smith International, Inc.	83,580
Solar Turbines International Company	10,710
Southern California Drum Co.	48,337
Southern California Regional Occupational Center	6,300
Southwest Aircraft Services, Inc.	12,180
Southwest Trails	10,700
Spada & Bryant, Inc.	23,100
SPCW, LLC	31,200
Spectra-Tone Paint Corporation	81,270
Spectrolab, Inc.	12,150
Spencer's Carpet Care, Inc.	4,200
Standard Graphics Arts Corporation	18,690
Standridge Granite Corporation	13,650
Standun, Inc.	9,000
State Fish Company, Inc.	4,200
Steel Forming, Inc.	18,900
Stevedoring Services of America, Inc.	5,880
Stockmar International, Inc.	4,200
Strippit, Inc.	91,716
Sullair Corporation	4,620
Sun Valley Car Wash	46,410
Sunde Company	77,700
Sunkist Growers, Inc.	11,760
Sunset Pipeline and Terminalling, Inc.	4,200
Sunshine Biscuits	10,500
SVG, Inc.	16,156
System Reefer Service, Inc.	4,410
Talley Brothers, Inc.	56,200
Taylor Bus Service, Inc.	11,970
TDY Industries, Inc.	11,920
Teberg Oil Company	4,200
Techni-Cast Corp.	10,080
Tecrim Corporation	6,300

List of Parties Receiving this Offer (March 17, 2010)

De Minimis Liable Parties	Volume (gl)
Teh Tung Enterprise Corp.	4,200
Temple City Car Wash	62,370
Temple Emanuel	4,200
Textron, Inc.	90,560
Tharco Container, Inc.	45,780
The B & T Metals Co.	26,640
The Beck Group	4,200
The BOC Group Inc.	36,840
The Bumper Shop, Inc.	12,390
The Dow Chemical Company	76,440
The Geon Company	80,010
The Glidden Company	5,400
The Goodyear Tire & Rubber Company	4,600
The Gray Line Tours Company	49,250
The Hearst Corporation	7,560
The Jankovich Company	6,300
The Lamson & Sessions Co.	12,180
The Marmon Corporation	20,190
The Nehms Company, Inc.	8,400
The Pfaltzgraff Company	180,810
The Raymond Company of California, Inc.	19,700
The Termo Company	27,720
The Titan Corporation	33,680
The Valspar Corporation	102,905
The Vons Companies, Inc.	98,970
Thermo Fisher Scientific, Inc.	8,400
Thermo Securities Corporation	51,870
Thrifty Corporation	6,100
Toko Line (U. S. A.), Ltd.	4,200
Torrance Car Wash	4,470
Torrance Tubing & Conduit Co.	106,300
Trace Manufacturing Company	5,650
Trans Harbor Services, Inc.	42,000
Tri-Co Products, Inc.	11,970
Tri-J Metal Heat Treating Co.	4,210
TRW Automotive Inc.	26,124
Tube City IMS Corporation	76,650
Tujunga 24 Hr Car Wash	4,620
Tulip Corporation	9,900
Turner Broadcasting System, Inc.	10,440
TXI Riverside, Inc.	8,400
U.S. Texture Coatings Corp.	5,360
Union Development Financial, Inc.	4,200
Union Pacific Railroad Company	4,200
Unisource Worldwide, Inc.	14,502
Unisys Corporation	4,920

List of Parties Receiving this Offer (March 17, 2010)

De Minimis Liable Parties	Volume (gl)
United Drill Bushing Corporation	10,335
United Rentals, Inc.	32,950
United States Steel Corporation	12,600
Universal Studios, Inc.	40,110
URS Corporation	4,200
V & M Precision Grinding Co.	88,820
Valeant Pharmaceuticals International	5,460
Valero Energy Corporation	6,300
Valley Center Car Wash	48,930
Valley Metal Treating, Inc.	11,130
Valley Presbyterian Hospital	5,544
Valley Proteins (DE), Inc.	12,600
Venture Shipping (Managers) Ltd.	4,200
Vernon Sanitation Supply Co., Inc.	37,815
Victory Oil Co.	14,490
Victory-Magnolia Car Wash	9,450
Virco Mfg. Corporation	40,614
Virgil M. Stutzman, Inc.	4,200
Vista Metals Corporation	48,400
Vista Paint Corp.	4,200
Vista-Kraft, Inc.	9,660
V-M Enterprises, Inc.	15,800
W.D.C. Liquidating, Inc.	105,000
Walter Carpet Mills	8,836
Washington Scientific Industries of California, Inc.	14,170
Waterman Supply Company, Inc.	4,200
Web Service Company, Inc.	19,270
Wei-Chuan USA, Inc.	7,770
West Chemical Products, Inc.	12,600
Western & Fourth Car Wash, Inc.	14,700
Western Asphalt	12,600
Western Avenue Properties	40,740
Western Dyeing & Finishing Corporation	48,636
Western Fuel Oil Company	4,200
Western Methods Machinery Corporation	10,400
Western Waste Industries	29,190
Westwood Car Wash	9,450
Whittaker Corporation	14,700
Williams Production RMT Company	21,000
Wilsey Bennett, Inc.	8,400
Wilshire West Car Wash Corporation	13,650
Wilsonart International, Inc.	15,754
Windrose	8,400
Wolf Tank Lines, Inc.	7,560
Woodman Car Wash	4,940
XPSC, Inc.	11,760

List of Parties Receiving this Offer (March 17, 2010)

De Minimis Liable Parties	Volume (gl)
Younger Mfg. Co.	5,720
Young's Market Company, LLC	8,150
Your Man Tours, Inc.	7,980

THE DEADLINE FOR PARTICIPATION IN THIS SETTLEMENT IS
5:00 PM ON FRIDAY, MAY 7, 2010.
EPA MUST RECEIVE YOUR ORIGINAL SIGNED SIGNATURE
PAGE BY THAT TIME.

SEND THE ORIGINAL SIGNATURE PAGE TO:

Keith Olinger (SFD-7-5)
Enforcement Officer, OII Superfund Site
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street
San Francisco, CA 94105-3901

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